



NASPO ValuePoint

PARTICIPATING ADDENDUM WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**

Participating Entity: **STATE OF SOUTH DAKOTA – CONTRACT 17410**

1. Scope: Verizon Wireless (“Contractor”) and the State of Utah, for itself and on behalf of the NASPO ValuePoint (“NASPO ValuePoint” and/or “Customer”), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the “Master Agreement”. This Participating Addendum applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state’s statutes to purchase under state/entity contracts. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the **State of South Dakota**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

For internal use by the State: All state agency purchases from this agreement by agencies under the Executive Branch must contact the Bureau of Information and Telecommunications (BIT) for review and moratorium exemption approval. The Contractor will not be responsible to ensure compliance of this requirement.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor’s discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the NASPO VALUEPOINT administrative fee.

3. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the “Parties”) acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity’s Business Procurement Card are authorized Purchase Orders under the Master Agreement.



NASPO ValuePoint

PARTICIPATING ADDENDUM WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA152.

4. Individual Customer: Except to the extent modified by this Participating Addendum, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Master Agreement and this Participating Addendum, and calculating the administrative fees.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name:	Christopher T. Jennings, J.D, Assistant Director,
Address:	3140 State Office Building, Salt Lake City, Utah
Telephone:	(801) 538-3157
Email:	ctjennings@utah.gov

Contractor

Name:	Doug Robertson, Senior Manager- Contract Management
Address:	15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson
Telephone:	(949) 246-8700
Email:	Doug.Robertson@vzw.com

Participating Entity

Name:	Margie Newling
Street Address:	State of South Dakota Bureau of Information and Telecommunications Division of Telecommunications



NASPO ValuePoint

PARTICIPATING ADDENDUM WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

	700 Governors Drive Pierre, SD 57501
Telephone:	605-773-7532
Email:	margie.newling@state.sd.us

6. Lease Agreements: Any lease entered into by a State agency, institution, public university, officer, board or commission through this agreement may utilize the lease terms included in the Master Price Agreement at their own discretion. Leases that require authorization by the Office of Procurement Management will be reviewed and approved on a lease by lease basis.

7. Subcontractors: All contactors, dealers, and resellers authorized in the State of South Dakota, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Entire Agreement: This Participating Addendum, and the Master Agreement (number MA152 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the respective Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary Parties.

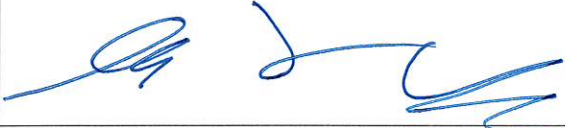
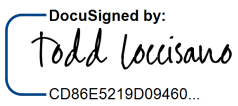


NASPO ValuePoint

PARTICIPATING ADDENDUM WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

The Parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: South Dakota	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature: 	Signature: 
Printed Name: Steven L. Berg	Printed Name: Todd Loccisano
Title: Director of Procurement	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date: 03/16/2020	Date: 03/27/2020

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

Contractor - email a fully executed PDF copy of this document to:

PA@naspovaluepoint.org

**To support documentation of participation and posting
in appropriate databases**