

NASPO ValuePoint
PARTICIPATING ADDENDUM



**WIRELESS VOICE, DATA &
 ACCESSORIES**

Led by the State of Utah

Master Agreement #: PD180-1

Contractor: **DISCOUNTCELL**

Participating Entity: **STATE OF WISCONSIN**

State of Wisconsin Contract #: 505ENT-020-DISCCCELL-01

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

The following products or services are not included in this agreement:

- Product modifications.
- Installation services.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Wireless Voice, Data and Accessories* led by the State of *Utah* for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
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 Wisconsin. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jennifer King
Address:	350 West 500 South, Provo, UT 84601
Telephone:	801.235.9809
Email:	info@discountcell.com

Participating Entity

Name:	Travis Messerschmidt
Address:	101 E. Wilson St., Madison, WI 53703
Telephone:	608-266-8613
Email:	travis.messerschmidt@wisconsin.gov

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4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- 4.1 The State of Wisconsin's Participating Addendum will be governed by the Master Agreement, the State of Wisconsin's Standard Terms and Conditions (DOA-3054) (Attachment 1) and Supplemental Standard Terms and Conditions (DOA-3681) (Attachment 2).
- 4.2 The Contractor must sign and include the Cooperative Purchasing Agreement (DOA-3333) (Attachment 3).
- 4.3 The contract term will be coterminous with the term of the State of Utah Master Agreement. The State of Utah's amendments to renew the term date are automatically incorporated into this Participating Addendum unless terminated in accordance with the terms and conditions of the State of Utah Master Agreement or this Participating Addendum.
- 4.4 The State of Wisconsin may terminate this Participating Addendum at any time upon 30-day prior written notice. Upon termination or expiration of this Participating Addendum, each party shall assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or similar ordering document executed prior to the termination becoming effective.
- 4.5 The State of Wisconsin will utilize the reporting developed by and available from the Lead State for its standard reporting needs. However, the Contractor agrees to provide additional reports, if requested, to the State in a format and frequency as mutually agreed upon by both parties.
- 4.6 Additional Discounts: Although the Participating State is not in a position to guarantee volume commitments, Contractor shall offer an additional discount that will be applied to all future purchases in any given twelve (12) month period after the following threshold amounts are met within the preceding twelve (12) month period:

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\$100,000-\$249,999:	2%
\$250,000-\$500,000:	3%
\$500,001 and Greater:	4%

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Wisconsin, 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.
6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Wisconsin, Department of Administration	Contractor: DiscountCell, Inc
Signature: DocuSigned by:  96F3791E1B8D4B6...	Signature: 
Name: Sara Redford	Name: Jennifer King
Title: Director, State Bureau of Procurement	Title: President
Date: 1/13/2020 9:43 AM CST	Date: 12/6/2019

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 430-4355
Email:	sberry@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]