



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 NEW HAMPSHIRE**

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 and Eligibility

2.1. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Each Party reserves the right to terminate this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

2.2. Eligibility: The Department of Safety is the only New Hampshire state agency that is eligible to purchase Products under this Participating Addendum, and may only purchase AVL services, as that Product is described in the Master Agreement. All other entities eligible to purchase under a state of New Hampshire statewide contract, including State political subdivisions, not-for-profit entities, and tribal nations, are eligible Purchasing Entities under this Participating Addendum and may purchase any Products awarded to Contractor under the Master Agreement.



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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.

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.

Purchasing Entities agree to the terms and conditions of the Master Agreement, and to the extent the Purchasing Entity purchases any Verizon's Smart Communities products, services and solutions, those purchases are governed by the supplemental terms set forth at <https://enterprise.verizon.com/solutions/public-sector/state-local/contracts/naspo/> (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



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Email:	ctjennings@utah.gov
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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:	Erica Brisson
Address:	25 Capitol Street, RM 102 Concord, NH 03301
Telephone:	(603) 271-7272
Email:	Erica.D.Brisson@das.nh.gov

6. Participating State Modifications or Additions to Master Agreement:

6.1 CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of the Master Agreement and this Participating Addendum to the contrary, all obligations of the Participating Entity hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in ATTACHMENT G, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the dedicated account in the event funds in that account are reduced or unavailable.



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6.2 CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

6.2 a. The contract price, method of payment, and terms of payment are identified and more particularly described in MA-152 Master Agreement. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

6.2 b. The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

6.2 c. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder,

6.3 COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.3 a. In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.3 b. During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 c. The Contractor permits the State or (if any part of this Agreement is funded by monies of the United States) United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

6.4 PERSONNEL.

6.4 a. The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

6.4 b. Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the termination or completion of this Agreement, the



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Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

6.5 EVENT OF DEFAULT/REMEDIES.

6.5 a. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- i. failure to perform the Services satisfactorily or on schedule;
- ii. failure to submit any report required hereunder; and/or
- iii. failure to perform any other covenant, term or condition of this Agreement.

6.5 b. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- i. give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- ii. give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- iii. give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- iv. give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

6.5 c. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

6.6 TERMINATION.

6.6 a. Notwithstanding paragraph 6.5 above, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written



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notice to the Contractor that the State is exercising its option to terminate the Agreement.

6.6 b. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report.

6.7 DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

6.7 a. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

6.7 b. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

6.7 c. Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law.

Disclosure of data requires prior written approval of the State.

6.8 CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

6.9 ASSIGNMENT/DELEGATION/SUBCONTRACTS.

6.9 a. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity



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interests, or combined voting power of the Contractor, provided, however, for the avoidance of doubt, this shall not apply to any internal corporate reorganization where Contractor continues to be owned by the same ultimate parent, or (b) the sale of all or substantially all of the assets of the Contractor.

6.9 b. None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The contractor will work in good faith with the State to provide documentation showing compliance with this provision.

6.10 INDEMNIFICATION.

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 6.10. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 6.10 shall survive the termination of this Agreement.

6.11 INSURANCE.

6.11 a. Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force substantially the same coverage as required of Contractor, the following insurance:

6.11 b. commercial general liability insurance against all claims of bodily injury, death or property damage, in the amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate; and

6.11 c. special cause of loss coverage form covering all property subject to subparagraph 6.7 b. herein, in an amount not less than 80% of the whole replacement value of the property.

6.11 d. The policies described in subparagraph 6.11 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed, authorized or permitted to conduct business in the State of New Hampshire.

6.11 e. The Contractor shall furnish to the Primary Contact for the Participating Entity identified in the Participating Addendum, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish



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to the Primary Contact, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement within thirty (30) days of the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. A receipt of notice from its insurer(s) Contractor shall provide the Primary Contact, or his or her successor, thirty (30) days prior written notice of cancellation of the policy.

6.12 WORKERS' COMPENSATION.

6.12 a. By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

6.12 b. To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain Workers' Compensation in connection with the Services provided by the Contractor under this Agreement. Contractor shall furnish the Primary Contact, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewals(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement. If applicable, the Contractor shall require any subcontractor to obtain and maintain workers compensation insurance as required under N.H. RSA chapter 281-A (*"Workers Compensation"*).

6.13 NOTICE.

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties.

6.14 AMENDMENT.

This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

6.15 CHOICE OF LAW AND FORUM.

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this



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Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

6.16 THIRD PARTIES.

The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

6.17 SEVERABILITY.

In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

7. 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.




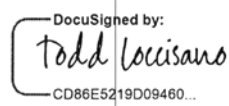
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The Parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity:	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature: 	Signature: 
Printed Name: Charles Arlinghaus	Printed Name: Todd Loccisano
Title: Commissioner	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date: 12/10/20	Date: 12/2/2020 11:37 AM MST

[Additional signatures may be added if required by the Participating Entity]



STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Cellco Partnership d/b/a Verizon Wireless

Name

10170 Junction Drive

Street Address

Annapolis Junction

MD

20701

City

State

Zip

Vendor# 94253A Commodity Code#: 72551,91579 Legal Status of Contractor: For-Profit Corporation

Contact Name: Doug Robertson Phone Number: 949-249-8700 Email: doug.robertson@verizonwireless.com

2. CONTRACT PORTFOLIO NAME: NASPO ValuePoint Wireless Data, Voice, and Accessories.

3. GENERAL PURPOSE OF CONTRACT: Wireless Data, Voice, and Accessories.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY 2019, Solicitation# CJ 18012

5. CONTRACT PERIOD: Effective Date: Monday, August 12, 2019. Termination Date: Sunday, August 11, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract.

6. Administrative Fee (if any): 0.25% on Corporate/Government Responsible (CRU) accounts and 0.10% on Individual Responsible ORV).

7. Prompt Payment Discount Details (if any): 5 Year contract that may be extended an additional 5 years.

8. ATTACHMENT A: Master Terms and Conditions

ATTACHMENT L: Network Technology Questionnaire

ATTACHMENT B: Scope of Work

ATTACHMENT M: New Product Request Form

ATTACHMENT C: Cost Sheet

ATTACHMENT N: New Product Log

ATTACHMENT G: Plan Description

ATTACHMENTS: Security Disclosures

ATTACHMENT H: Award Category 1 Reporting Template

ATTACHMENT V: Award Category Sheet

ATTACHMENT I: Award Category 2 Reporting Template

ATTACHMENT W: Award Category Sheet

ATTACHMENT J: Award Category 3 Reporting Template

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #CJ18012.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DIVISION OF PURCHASING

Contractor's signature

08/09/2019

Date

Director, Division of Purchasing

Date

Todd Loccisano, VP - Contract Management

Type or Print Name and Title