

NASPO ValuePoint  
PARTICIPATING ADDENDUM



WIRELESS VOICE, DATA & ACCESSORIES  
Led by the State of Utah

---

Master Agreement #: MA152

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

Participating Entity: STATE OF MISSOURI

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

- Category 1 – Cellular Wireless Services
- Category 2 – Equipment and Accessories
- Category 3 – Turnkey Wireless and IoT Solutions

Master Agreement Terms and Conditions:

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: Use of specific NASPO ValuePoint cooperative contracts by Missouri state agencies governed by Chapter 34 RSMo, political subdivisions/local governments (including cooperatives and non-profits) is authorized by the state’s Director of the Division of Purchasing. A political subdivision/local government is defined as any city, county, district, or other local governing body including State Universities, community colleges, and K-12 public schools empowered to expend public funds and enrolled in the state’s cooperative procurement purchasing program. Issues of interpretation and eligibility for participation are solely within the authority of the state’s Director of the Division of Purchasing. Missouri state agencies must acquire the products and services available under the contract through the Information Technology Services Division (ITSD), unless the Division of Purchasing grants an exemption.

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, the Cooperative contract CT202790006, 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.

NASPO ValuePoint  
PARTICIPATING ADDENDUM



WIRELESS VOICE, DATA & ACCESSORIES  
Led by the State of Utah

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, 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://docs.google.com/document/d/1oMS8cPI59JGTxlxbRxl2TvBwYP7YhWnGjBEeW3euX0U/edit?ts=5e66d288#heading=h.wejz1wlpfgpy>, (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:	<a href="mailto:ctjennings@utah.gov">ctjennings@utah.gov</a>

Contractor

Name:	Doug Robertson, Senior Manager – Contract Management
Address:	15505 Sand Canyon Ave, Irvine, CA 92618
Telephone:	949-246-8700
Email:	<a href="mailto:Doug.robertson@vzw.com">Doug.robertson@vzw.com</a>

Participating Entity

Name:	Nicolle Backes
Address:	Jefferson City, MO
Telephone:	573-751-5341
Email:	<a href="mailto:Nicolle.backes@oa.mo.gov">Nicolle.backes@oa.mo.gov</a>

NASPO ValuePoint  
PARTICIPATING ADDENDUM



WIRELESS VOICE, DATA & ACCESSORIES  
Led by the State of Utah

---

6. 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.

7. Missouri Statewide Contract Quarterly Administrative Fee: The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract, less applicable sales tax, returns, credits and adjustments, from the sale of Product (as defined in the Master Agreement #MA 152) on CRU accounts under this Participating Addendum (Administrative Fee). In return, the standard discount provided under the Master Agreement will be reduced by one percent (1%). Payment of the one percent administrative fee shall be non-negotiable.

The contractor shall pay the administrative fee no later than forty-five (45) calendar days after the end of the quarter for which the administrative fee is owed. The total administrative fee for a given quarter must equal one percent (1%) of the total payments (as described above) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 45th calendar day of the month immediately following the end of the calendar quarter, unless the 45th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

- Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

NASPO ValuePoint  
PARTICIPATING ADDENDUM



WIRELESS VOICE, DATA & ACCESSORIES  
Led by the State of Utah

---

All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

8. Subcontractors: All contactors, dealers, and resellers authorized in the State of Missouri, 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.

9. Order of Precedence: Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) Contract CT202790006 document; (b) PA; (c) and the Master Agreement; and (d) any valid purchase order issued in connection therewith. Purchase Order terms and conditions that conflict with this Master Agreement or a Participating Addendum will be considered void.

10. Entire Agreement: This Participating Addendum, the Cooperative contract CT202790006, 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 VOICE, DATA & ACCESSORIES  
Led by the State of Utah

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

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

Participating Entity: <b>State of Missouri</b>	Contractor: <b>Cellco Partnership, D/B/A Verizon Wireless</b>
Signature: 	Signature: 
Name: Karen S. Boeger	Name: Todd Loccisano
Title: Director, Division of Purchasing	Title: VP – Contract Management
Date: 1/11/2021	Date: 11/6/2020   10:54 AM MST

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

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](http://www.naspovaluepoint.org) or the NASPO ValuePoint team at [ccc@naspovaluepoint.org](mailto:ccc@naspovaluepoint.org).

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

**[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
To support documentation of participation and posting  
in appropriate databases**