

Contract No. 4400023686

**NASPO ValuePoint
PARTICIPATING ADDENDUM**

**WIRELESS VOICE, DATA & ACCESSORIES
ADMINISTERED BY THE STATE OF UTAH
MASTER AGREEMENT NO. MA152**

This Participating Addendum (“Participating Addendum” or “Contract”) is entered into pursuant to the National Association of State Procurement Officials (“NASPO”) ValuePoint Agreement (“Master Agreement”) between **Cellco Partnership d/b/a Verizon Wireless** (“Contractor”) and the State of Utah (“Lead State”) (Master Agreement No. MA152). The parties to this Participating Addendum hereby create a separate contract between the Contractor and the **Commonwealth of Pennsylvania** (“Commonwealth”) acting through the **Department of General Services** (“DGS”). All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.

There were four categories included in the solicitation:

- Category 1: Cellular Wireless Services;
- Category 2: Equipment and Accessories;
- Category 3: Turnkey Wireless and IoT Solutions; and
- Category 4: Alternate Wireless Transport Options.

The Contractor was awarded Categories 1, 2 and 3.

The Commonwealth desires to participate as a Participating Entity to procure Wireless Voice, Data, and Accessories (Categories 1, 2, and 3) as defined in this Participating Addendum from the Contractor under the Master Agreement, and DGS is authorized under Sections 1902 and 1908 of the *Commonwealth Procurement Code*, 62 Pa. C.S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, DGS and the Contractor agree as follows:

- 1. Effective Date and Term.** This Participating Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Participating Addendum to the Contractor (“Effective Date”). This Participating Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Master Agreement, or (b) termination of this Participating Addendum in accordance with its terms or the terms of the Master Agreement. If the Master Agreement is renewed or extended, this Participating Addendum shall automatically renew or extend for a term consistent with the term of the Master Agreement.

2. **Special Terms and Conditions.** DGS and the Contractor agree to be bound to the **Special Terms and Conditions** attached hereto as **Exhibit A** and made part of this Participating Addendum, and the **Service and Equipment Requirements** attached hereto as **Exhibit B** and made a part of this Participating Addendum. The provisions of **Exhibit B** only apply to Commonwealth agencies that are required to utilize the ITSM system as managed by the Office of Administration.

3. **Products and Services Available to Procure.**
 - (a) Commonwealth agencies required to utilize the ITSM system as managed by the Office of Administration for procuring Products and/or services through this Participating Addendum are limited to order only the **Exhibit B, Attachment 1** as Purchasing Entities under the agreement, provided they qualify for the corresponding Products and/or services.
 - (b) COSTARs members and Commonwealth agencies not required to utilize the ITSM system as managed by the Office of Administration may order any and all of the Products and/or services as Purchasing Entities under the Master Agreement, provided they qualify for the corresponding Products and/or services.
 - (c) Whenever the Master Agreement is revised the Commonwealth may replace any part of **Exhibit B** with a revised version of **Exhibit B**, via a Change Notice.
 - (d) Purchase Orders are subject to Product availability. A Purchase Order may be rejected by the Contractor if quoted Products are no longer available or if the underlying quote or resulting Purchase Order are inaccurate. 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. **Non-Commonwealth Hosting Template.** **Exhibit C, Non-Commonwealth Hosted Application Services Template**, applies only when the Commonwealth agencies, excluding COSTARs members, procures a Product or Service that requires the hosting of Commonwealth data by an entity other than the Commonwealth agencies. The parties will work in good faith to negotiate the terms of **Exhibit C** and change this Participating Addendum in accordance with procedures outlined in **Exhibit D**.

5. **Contract Change Request Procedures.** Participating Addendum changes must follow the procedures outlined in **Exhibit D**. The Commonwealth and the Contractor may, by joint written agreement, amend or waive any part of the Change Control Procedures including, but not limited to, where both parties agree that shorter or longer time frames are more appropriate.

6. **Master Agreement Terms.** DGS and the Contractor agree to be bound by the prices, terms and conditions as stated in the Master Agreement, which are attached hereto as **Exhibit E** and made part of this Participating Addendum. Notwithstanding the provisions

of Section 1 above, any amendments to the Master Agreement made by the Lead State, other than renewals or extensions, will apply to **Exhibit E** of this Participating Addendum.

7. Software License Agreements.

- (a) To the extent that End-User Software License Agreements are required to use items and/or services from the Master Agreement, the Commonwealth shall enter into a separate agreement with the appropriate licensor.
- (b) Purchasing Entities other than the Commonwealth that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

8. Order of Precedence. To the extent that there is a conflict between this Participating Addendum, the Master Agreement and the Special Terms and Conditions, the order of precedence shall be as follows:

- (a) this Participating Addendum;
- (b) **Exhibit A**, Special Terms and Conditions;
- (c) **Exhibit B**, Service and Equipment Requirements;
- (d) **Exhibit C**, Requirements for Non-Commonwealth Hosted Application Services Template; and
- (e) **Exhibit D**, Contract Change Request Procedure; then,
- (f) **Exhibit E**, the Master Agreement.

9. Lobbying Certifications and Disclosure. With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. The Contactor must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this Participating Addendum as **Appendix A**. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

10. COSTARS Program. Information related to the COSTARS Program is incorporated in the COSTARS Program Clause contained in **Section 21 of Exhibit A**. If the Contractor

elects to permit COSTARS members to participate in the contract, the Offeror should complete and return the COSTARS Election to Participate Form contained in **Appendix B**.

11. **Iran Free Procurement Certifications and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a Contractor must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to [Section 3503](#) of the *Commonwealth Procurement Code* and is eligible to contract with the Commonwealth under [Sections 3501—3506](#) of the *Commonwealth Procurement Code*; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to [Section 3503\(e\)](#). The Contractor must complete and return the Iran Free Procurement Certification form, (**Appendix C, Iran Free Procurement Certification Form**), which is attached hereto and made part of this Participating Addendum.

See the following web page for current Iran Free Procurement list:

<https://www.dgs.pa.gov/Documents/Procurement%20Forms/ProposedIranFreeProcurementList.pdf>.

12. **Primary Contact; Notice.** The primary contacts for this Participating Addendum, as well as the recipients of any written notices pursuant to **Section 18 of Exhibit A**, shall be the individuals identified below or such other individuals as may be identified from time to time in a Notice sent by a designating party to the other parties set forth below, except that a Purchase Order issued pursuant to this Participating Addendum will identify the Commonwealth Contact Person for the Products and/or services identified in the Purchase Order.

The Commonwealth’s primary contact, Issuing Officer and Contracting Officer for this Participating Addendum is as follows:

Amy Layman
Department of General Services
555 Walnut Street
6th Floor Forum Place
Harrisburg, PA 17101
(717) 346-3826
alayman@pa.gov

The Contractor’s primary contacts for this Participating Addendum, including and notice is as follows:

Sales and Customer Service Contact:

Zachary Noel
Verizon, Cellco Partnership

512 Township Line Road
Blue Bell, PA 19422
610-635-9093
zachary.noel@verizonwireless.com

- 13. Termination of Original Participation Agreement.** On or about November 2012, the parties executed a Participating Addendum under a prior version of the Master Agreement (the “Original Participating Addendum”). The parties acknowledge and agree that, on the Effective Date (a) all Commonwealth End Users with active Service under the Original Participating Addendum will be moved to this Participating Addendum; and (b) the Original Participating Addendum will terminate.
- 14. Custom Pricing.** All custom pricing under NASPO 1907 for active lines of services continues under this new PA until the lines of service are terminated or moved to another service plan.
- 15. Entire Agreement.** This Participating Addendum, and the Master Agreement, 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 or Change Notice), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Participating Addendum effective as of the date of the final required Commonwealth approval. Execution by the Commonwealth will be as described in the Section 1, Signatures, of **Exhibit A**, Special Terms and Conditions.

Cellco Partnership d/b/a Verizon Wireless

SAP Vendor Number: 116227

Signature: Todd Loccisano 3/8/2021 | 4:47
CD86E5240D09460...

Print Name: Todd Loccisano

Title VP, Contract Management

If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Contract.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

TO BE AFFIXED ELECTRONICALLY
Secretary or Designee

Approved as to Form and Legality:

TO BE AFFIXED ELECTRONICALLY
Office of Chief Counsel, Department of General Services

TO BE AFFIXED ELECTRONICALLY
Governor's Office of General Counsel

TO BE AFFIXED ELECTRONICALLY
Office of Attorney General

Approved by Comptroller Operations:

TO BE AFFIXED ELECTRONICALLY
Comptroller/Treasurer