



NASPO ValuePoint
PARTICIPATING ADDENDUM

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

Master Agreement #: MA152

Participating Addendum # PA 2020WDVA00002

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

Participating Entity: State of Alaska

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 Alaska Executive Branch departments and governmental entities is 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. Governmental entities eligible to use such contracts include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Federally Recognized Tribes means Native entity within the State of Alaska that is on the list published by the United States Bureau of Indian Affairs in 67 Federal Register, 46331-46333. 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. Contractor reserves the right to terminate a Purchasing Entity’s ability to purchase under this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

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



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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.

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



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Participating Entity

Name:	Linda Polk – Deputy Chief Procurement Officer
Street Address:	333 Willoughby Ave.
City, State, Zip:	Juneau, AK 99801
Telephone:	907-465-8292
Email:	Linda.Polk@alaska.gov

6. **Participating Entity Modifications or Additions to The Master Agreement:** 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.

Additions to the Master Agreement:

Order of Precedence:

- a) A Participating Entity's Participating Addendum;
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- c) An Order issued against the Master Agreement;
- d) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State;
- e) The Solicitation, NASPO ValuePoint - Wireless Data, Voice, and Accessories # CJ18012; and
- f) The Contractor's Supplemental Documents, including all Attachments: A-W.

Monthly Service Charge Discount for IRUs and CRUs Network: These discounts will be applied to all bills at the time of a purchase, including both personal and work purchases (as more specifically described below).

IRU Discount: 17%

CRU Discount: 22%



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Administrative Fees: Contractor will pay the State of Alaska a quarterly administrative fee of one percent (1 %) of the amounts received by the Contractor, 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 Contract (Administrative Fee). In return, the standard discount provided under the Master Agreement for CRU accounts will be reduced by one percent (1%). Contractor will pay the State of Alaska a quarterly administrative fee of one percent (1%) of the amounts received by the Contractor, less applicable tax, returns, credits and adjustments from the sale for Individual Liabile Services (ILS) receiving a 17% discount. In return, the standard discount provided under the Master Agreement for ILS will be reduced by one percent (1%), Reporting and Payment of the Administrative Fee are due to the State no later than forty-five (45) calendar days after the end of the quarter for which the Administrative Fee is owed. Administrative fee payments and usage reports under any expired predecessor Participating Addendum will be discontinued effective December 31, 2020.

Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210

The administrative fee shall not invoiced or charged as a separate line item. .

Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Nov 15
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Feb 15
State Fiscal Quarter 3 (Jan 1 - Mar 31):	May 15
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Aug 15



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Any quarter with zero (0) sales must be reported as zero (0) sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

All plans and products offered under the Master Agreement.

Supplemental Documents: The Contractor's Supplemental Documents are attached to the Master Agreement as Attachment A through Attachment W.

No additional documents other than those specified herein will be signed, by the Participating Entity and no additional terms and conditions will be placed on purchase ordering documents. If a Purchasing Entity or Contractor mistakenly agrees to additional terms not included in this Participating Addendum or Master Agreement, those terms and conditions will be considered void.

Reporting: Detailed Sales Data Required Reports: Contractor must submit quarterly reports to doa.dss.vendorreport@alaska.gov and CC the Contracting Officer assigned by the State to manage this Participating Addendum. The Contractor will include the Participating Addendum # PA2020WDVA0002 and quarter for which the report is for in the subject line of the email. The report attached to the email must show detailed sales data separated by State of Alaska agencies and political subdivisions of the state, provided, however, that reports concerning ILS will not have any personally identifying information, including telephone numbers. These reports are due forty-five (45) calendar days after the end of the quarter.

Website Requirement: The Contractor NASPO ValuePoint website for Alaska must include at a minimum the following:

- a. Detailed information regarding all the products and options available through this contract.
- b. Local sales contact information;
- c. Single point of contact for order and invoice issues;
- d. An escalation path for unresolved issues; and
- e. Instructions pertaining to remote device placements.

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.



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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

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

Participating Entity: State of Alaska	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature:	Signature: DocuSigned by: <i>Todd Loccisano</i> CD86E5219D09460...
Printed Name: Linda Polk	Printed Name: Todd Loccisano
Title: Deputy Chief Procurement Officer	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date:	Date: 12/4/2020 2:31 PM 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 or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

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

PA@naspovaluepoint.org

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