



NASPO ValuePoint  
PARTICIPATING ADDENDUM

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

Master Agreement #: MA152

State of Iowa Master Agreement: MA20386

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

Participating Entity: **State of Iowa**

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 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. Contractor 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.
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.



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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:	<a href="mailto:ctjennings@utah.gov">ctjennings@utah.gov</a>



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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:	<a href="mailto:Doug.Robertson@vzw.com">Doug.Robertson@vzw.com</a>

Participating Entity:

Name:	Kelli Sizenbach
Street Address:	1305 E Walnut St, 3 <sup>rd</sup> Floor
City, State, Zip:	Des Moines, IA 50320
Telephone:	515-725-2275
Email:	<a href="mailto:Kelli.sizenbach@iowa.gov">Kelli.sizenbach@iowa.gov</a>

6. 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: State of Iowa	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature:  <i>Kelli Sizenbach</i>	Signature:  DocuSigned by: <i>Todd Loccisano</i> CD88E5219D09460...
Printed Name: Kelli Sizenbach	Printed Name: Todd Loccisano
Title: Purchasing Agent	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date: 5/7/2020	Date: 5/6/2020   10:37 AM MDT

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**



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### Exhibit 1 – State of Iowa Modifications and Additions

- (1) Payment Terms:** Payment shall be governed by Iowa Code § 8A.514. Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered (unless the parties agree to partial shipment or deliveries) or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a minimum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card," at the time of order placement only, with no additional charge.
- (2) Reports:** The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum as defined below within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.
- (3) Discounts:** Contractor's US List prices stated on the Contractor's approved NASPO ValuePoint Master Agreement web site shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint Master Agreement, which can be found at: <https://www.naspovaluepoint.org/portfolio/wireless-data-voice-and-accessories-2019-2024/verizon-wireless/>. The stated discounts are considered to be the minimum discount offered. The Contractor and/or its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.
- (4) Affirmative Action:** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all federal and state laws applicable to this Participating Addendum, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.
- (5) Administrative Fees:** Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the



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Participating State, made payable to the "Iowa Department of Administrative Services".

**Send to:**  
State of Iowa - DAS/Central Procurement  
Attention: DAS-CP COO  
1305 E. Walnut St.  
Des Moines, IA50319

<b>Schedule:</b>	
<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

**(7) Authorized Dealers:** The Participating State or Entity may limit the number of Dealers they use, and/or request that the Contractor approve additional Dealers. The Contractor Dealer's participation will be in accordance with the terms and conditions set forth in the Master Agreement.