

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Wireless Data, Voice, and Accessories
Administered by the State of Utah (hereinafter "Lead State")

NASPO MASTER AGREEMENT
Master Agreement No: MA152
Cellco Partnership dba Verizon Wireless
(hereinafter "Contractor")
And
Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 2100000436

This Participating Addendum Commonwealth Master Agreement ("PA" or "Participating Addendum") is made this 1st day of January, 2021 (the "PA Effective Date"), between the Commonwealth of Kentucky ("Customer" and Cellco Partnership dba Verizon Wireless ("Contractor").

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 NASPO 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 awarded categories:
1. Category 1: Cellular Wireless Services
 2. Category 2: Equipment and Accessories This EXCLUDES tablets and video cameras

All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the NASPO Master Agreement.

Authorized Participating Entities: The Commonwealth hereby designates **Non-Executive Branch Agencies** as the ONLY authorized Participating Entity(ies) under this Participating Addendum. Non-Executive Branch Agencies include the following: the Legislative and Judicial Branches of government and political subdivisions to include public safety institutions, public schools, and institutions of higher education.

Executive Branch State Agencies are only permitted to use this PA if an approval is granted by the Commonwealth's Office of Technology (COT). If the Contractor enters into an agreement with an Executive Branch State Agency that has not been granted approval as indicated above, the Commonwealth reserves the right to terminate this PA in its entirety.

If authorized entities (Non-Executive Branch Agencies and approved Executive Branch Agencies) possess an existing line of service under the NASPO 1907 Agreement, the Contractor shall transition the existing line of service and maintain the same number.

Discount: The Contractor shall provide a state employee discount program. The Contractor shall provide employees of the Purchasing Entity an eighteen percent (18%) discount on eligible consumer plans for their personal wireless service.

Upgrade: For CRU lines of service meeting eligibility requirements, the Contractor may offer a subsidized device every twenty four (24) months, at no charge. Subsidized devices are subject to additional terms and conditions.

Subsidized Equipment: The following are terms that would typically apply to subsidized equipment on CRU lines of service meeting eligibility requirements.

Subsidized equipment (Equipment) purchased under MA152 is provided to the Customer at a significant discount, subject to the Customer meeting certain conditions. If the Customer moves the Equipment to a lesser Price Plan, or disconnects the Equipment from the network, at any time during the first twenty-four (24) months after the Equipment is activated, the Customer shall pay a Subsidy Recovery as defined below. A Lesser Price Plan is; a) for smart phones, any plan that is less than \$19.99 per month, plus required data feature (voice and data bundles qualify) after any applicable discounts; b) for internet devices, any plan that is less than \$19.99 per month after any applicable discounts; and c) for basic phones, any plan that is less than \$14.99 per month after any applicable discounts.

Subsidy Recovery: We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the Customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then disconnects that Equipment from the Verizon network, or moves the Equipment to a Lesser Price Plan, prior to the expiration of twenty-four (24) months after the date of activation, Verizon Wireless may recover a Subsidy Recovery for the disconnected Equipment. The Subsidy Recovery will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of the amount for each month the Equipment was connected to the line of service.

Activation/Suspension Fees: The Commonwealth shall not be charged an activation fee for CRU lines. CRU lines may be suspended and not charged for monthly service for up to 180 days in any calendar year.

New Technology: Any new equipment that is commercially available and approved for use on the Verizon Wireless network shall be available for purchase under this Participating Addendum. . The Purchasing Entity's ability to purchase equipment is subject to availability.

Reporting and Administrative Fees: The Contractor agrees to pay an administrative fee to the Commonwealth of Kentucky. The Administrative Fee shall not be charged directly to the customer in the form of a separate line item. Contractor will pay the State 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 will be reduced by one percent (1%). The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of the State Treasurer. Administrative fee payments under any predecessor participating addendum will be discontinued effective March 31, 2021, and will apply to sales under the predecessor participating addendum for the period ending December 31, 2020. Administrative fees shall be paid within thirty (30) calendar days after the close of the quarter period. Quarterly Sales Reports are to be emailed to Holly McDonald,

Commonwealth Buyer, at holly.mcdonald@ky.gov and Administrative Fees checks are to include reference to the Commonwealth Master Agreement number and mailed to the address below:

Office of Procurement Services
ATTN: Holly McDonald
Capitol Annex, Rm 095
702 Capital Ave.
Frankfort, KY 40601

2. **Participation:** This PA may be used by all approved state agencies as indicated in Section 1. 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 NASPO Master Agreement are eligible to participate in the NASPO 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. A 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 with respect to a Purchasing Entity if at any time it is determined that the 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 NASPO 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 Commonwealth Master Agreement number MA 758 2100000436 and the NASPO 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 NASPO 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 NASPO 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):

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:	Holly McDonald, Commonwealth Buyer, Finance and Administration Cabinet
Street Address:	702 Capital Ave., Capitol Annex, Rm 095
City, State, Zip:	Frankfort, KY 40601
Telephone:	502-564-6523
Email:	holly.mcdonald@ky.gov

6. **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) the PA; (b) the NASPO Master Agreement; and (c) any valid Purchase Order issued in connection with this Participating Addendum.

7. **Governing Law:** This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

8. **Entire Agreement:** This Participating Addendum, and the NASPO 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 NASPO Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO 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.

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

Participating Entity: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature: 	Signature:  CD88E5219D09460...
Printed Name: Jim Barnhart	Printed Name: Todd Loccisano
Title: Deputy CIO	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date: 12-29-20	Date: 12/24/2020

[Additional signatures required by the Participating Entity]

Participating Entity: Commonwealth of Kentucky Office of Procurement Services
Signature:  108D2A328E594E8...
Printed Name: Joan Graham
Title: Executive Director
Date: 12/29/2020

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***