

**WIRELESS VOICE, DATA &
ACCESSORIES**

Led by the State of Utah

Master Agreement #: PD180-1

Contractor: **DISCOUNTCCELL**

Participating Entity: **CITY OF CHESAPEAKE, VA**

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

This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.

All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Wireless Voice, Data and Accessories* led by the State of *Utah* for use by state agencies and other entities located in the Participating **City of Chesapeake, Virginia** authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use contracts in the **City of Chesapeake, Virginia**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jennifer King
Address:	350 West 500 South, Provo, UT 84601
Telephone:	801.235.9809
Email:	jking@discountcell.com

Participating Entity

Name:	City of Chesapeake
Address:	306 Cedar Rd., Purchasing 5 th floor, Chesapeake, VA 23322
Telephone:	757-382-6359
Email:	purchase@cityofchesapeake.net

**WIRELESS VOICE, DATA &
ACCESSORIES**

Led by the State of Utah

**4. 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. **See City of Chesapeake Addendum to Contractor's Standard Form.**

5. Lease Agreements: *[If applicable, insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved".]*
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of **Virginia**, 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.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

**WIRELESS VOICE, DATA &
ACCESSORIES**

Led by the State of Utah

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

Participating Entity: City of Chesapeake, Virginia <i>25-094-6328</i>	Contractor: DiscountCell, LLC
Signature: <i>Carol A. Robinson</i>	Signature: <i>Jennifer King</i>
Name: Carol A. Robinson	Name: Jennifer King
Title: Procurement Administrator	Title: President
Date: <i>11/18/2024</i>	Date: 11/09/2024

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

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Wireless Portfolio Manager:	Nick Hughes
Email:	nhughes@naspo.org

***[Please email fully executed PDF copy of this document to
PA@naspo.valuepoint.org
to support documentation of participation and posting in appropriate data bases.]***

CITY OF CHESAPEAKE
ADDENDUM TO CONTRACTOR'S STANDARD FORM

NAME: CITY OF CHESAPEAKE, (CITY)

ADDRESS: 306 Cedar Road, Chesapeake Virginia 23322

CONTRACTOR NAME: DiscountCell, LLC ("Contractor")

EIN: 42-1657844

ADDRESS: 350 West 500 South, Provo, UT 84601

TITLE OF ATTACHED FORM: NASPO State of Utah Cooperative Contract PD180-1

The City of Chesapeake and the Contractor are this day entering into a contract, and for their mutual convenience, the parties are using the attached form agreement provided by the Contractor. Nevertheless, the parties agree that this Addendum is incorporated into and amends the form agreement, as provided below.

Notwithstanding anything in the attached form agreement, the payments to be made by the City of Chesapeake for all goods, services and other deliverables under this contract shall not exceed \$ _____; payments will be made only upon the City's receipt of a proper invoice detailing the goods/services provided. The total cumulative liability of the City of Chesapeake, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price. All actions of the Contractor relating in any way to City shall be as an independent contractor, and not as an agent or employee of the City.

The Contractor's form agreement is, with the exceptions noted herein, acceptable to the City of Chesapeake. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the City of Chesapeake, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties specifically agree that, notwithstanding any provisions appearing in the attached form agreement, none of the following shall have any effect or be enforceable against the City of Chesapeake:

1. Requiring the City of Chesapeake to obtain or maintain any type of insurance;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the Contractor's form agreement, statement of work, service order, or change order shall prevail over this Addendum;
4. Requiring the City of Chesapeake to defend, indemnify or to hold the Contractor harmless for any act or omission of any kind;
5. Imposing interest charges exceeding those permitted by *Code of Virginia*, § 2.2-4347 through 2.2-4354, Prompt Payment;

6. Requiring the application of law other than Virginia law in interpreting or enforcing the contract, or requiring or permitting that any dispute under the contract be resolved in any court other than an appropriate state circuit court in the City of Chesapeake, Virginia;
7. Requiring the City of Chesapeake to pay liquidated damages, or requiring the City of Chesapeake to make any payment for lost revenue or profits, or for any work not actually performed by Contractor, if the contract is terminated before its ordinary period;
8. Requiring that the contract be accepted or endorsed by the home office or by any other person subsequent to execution by the undersigned City representative before the contract is considered in effect, or otherwise delaying the formation or effective date of the contract to a time later than execution of the contract by the undersigned City representative;
9. Requiring the City to agree to or be subject to any form of equitable relief not authorized by the Constitution or laws of Virginia;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor, or deeming the City of Chesapeake to agree to a modification by means other than affirmatively signing a modification agreement on paper. This provision expressly applies to Contractor's unilateral modification of prices or rates;
13. Binding the City of Chesapeake to any arbitration process or decision of any arbitration board, commission panel or other entity;
14. Requiring the waiver of a jury trial;
15. Obligating the City of Chesapeake to pay costs of collection or attorney's fees;
16. Granting the Contractor a security interest in property of the City of Chesapeake.
17. Granting any right or incurring any obligation that is beyond the legal authority of the undersigned City to empower its contract officers to grant or incur on behalf of the City of Chesapeake, or requiring the City of Chesapeake to violate any applicable law or regulation.
18. Binding City funds in any way other than only to the extent of the funds that are available or which may hereafter become available for the purpose of this agreement.
19. Requiring termination by any other means other than termination by either party giving written notice to the other party at least 30 days prior to the effective date of such termination.
20. Prohibiting the City from disclosing any document or information which it is obligated to disclose pursuant to the Virginia Freedom of Information Act, Va. Code § 2.2-3700 *et seq.*

In addition, the parties agree that the contract between them shall be deemed to incorporate provisions that the Virginia Public Procurement Act requires to be included in City of Chesapeake contracts. These can be found in the following Sections of the *Code of Virginia*: § 2.2-4363 (procedure for filing claims); § 2.2-4354 (requirement to pay subcontractors); § 2.2-4311 (non-discrimination in contracts above \$10,000); §

2.2-4312 (drug-free workplace in contracts above \$10,000); § 2.2-4311.1 (compliance with federal immigration law); and § 2.2-4311.2 (authorization to transact business in Virginia, if legally required).

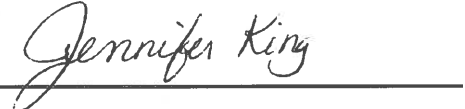
This contract, consisting of this Addendum and the attached form agreement, constitutes the entire agreement between the parties and may not be waived or modified except by written agreement between the parties. Notwithstanding anything contained in the Contractor's terms or conditions to the contrary, the terms of this agreement shall supersede any subsequent or conflicting terms or conditions included in any standard click-through or shrink-wrap end user license agreement that may accompany a purchase. Any click-through agreement shall not bind the City of Chesapeake.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

CITY OF CHESAPEAKE

CONTRACTOR

By 

By 

Title Procurement Administrator

Title Jennifer King, President

Date 11/18/2024

Date 11/15/2024

The City of Chesapeake does not discriminate against faith based organizations in accordance with Code of Virginia Section 2.2-4343.1 or against any contractor, bidder, or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by State law relating to discrimination in employment.

When Used: For contracts valued at less than \$50,000 and it is not feasible to award a contract without using the contractor's form, and clauses which are not in the best interest of the City of Chesapeake cannot be crossed out, then use this Addendum form after it has been filled in and signed by the contractor, with contractor's form attached. If the contractor wants signatures to both this form and the contractor's form agreement that is attached to this form, then both forms should be signed by contractor before submittal to the City for signing of both forms. For contracts over \$50,000, your legal advisor should be consulted prior to using this form. **THIS FORM IS NOT TO BE USED FOR ANY OTHER CONTRACT CHANGES, ADDITIONS OR MODIFICATIONS BETWEEN THE CITY AND THE CONTRACTOR.**

ATTACHMENT A

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall include a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Chesapeake or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void. A copy of the fully executed certification may be attached if an original certification is on file with Procurement for the current fiscal year.

Type or print legibly when completing this form.

1. Legal Name of Contractor or Vendor:

(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID number.)

DiscountCell, LLC

2. Type of Business Entity:

A. Sole proprietorship (Provide full name and address of owner):

B. Limited Partnership (Provide full name and address of all partners):

C. General Partnership (Provide full name and address of all partners):

D. Limited Liability Company (Provide full name and address of all managing members):

Jennifer King, President and Craig King, Exec VP - 350 W 500 S, Provo, UT 84601
Brian Taney, CEO - 10250 Valley View Rd, Ste 139, Eden Prairie, MN 55344
Connie Curtis, 10250 Valley View Rd, Ste 139, Eden Prairie, MN 55344

E. Corporation (Provide full name and address of all officers):

3. Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

4. Name and Position of Person Completing this Certificate:

Jennifer King, President

5. Physical Business Address:

350 W 500 SOUTH, Provo, UT 84601

6. Primary Correspondence Address (If different from physical address):

7. Number of Employees:

<20

8. Are all Employees Who Work in the United States Eligible for Employment in the United States?

Yes X

No _____

Under penalties of perjury, I declare on behalf of the contractor/vendor listed that to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/vendor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this 15th day of November, 2024 on behalf of DiscountCell, LLC as evidenced by the following signature and seal:

Name of Contractor/Vendor: DiscountCell, LLC

Printed Name of Signatory: Jennifer King

Signature: Jennifer King

Date: 15 Nov 2024

STATE OF Utah:

CITY / COUNTY OF Utah, to-wit:

The foregoing instrument was acknowledged before me this 15 day of November, 2024, by

Jennifer King. He / She ☐ is personally known to me or ☒ has produced

Utah Drivers License as identification.

 Ryan Love
Notary Public

Registration No.: 733719

My commission expires: 10/25/2028



RYAN A LOVE
NOTARY PUBLIC - STATE OF UTAH
My Commission Expires October 25, 2028
COMMISSION NUMBER 733719

ATTACHMENT B

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, "you" means the individual or entity in whose name the bid or proposal is submitted.

1. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last ten (10) years?

Yes ☐

No ☒

2. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been terminated from any work being performed for the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last ten (10) years?

Yes ☐

No ☒

3. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last ten (10) years?

Yes ☐

No ☒

4. Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last ten (10) years?

Yes ☐

No ☒

If you answered "Yes" to any of the LISTED questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid or proposal.

ATTACHMENT C

VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION FORM

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described LISTED that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law must indicate by selecting one of the following reasons why the bidder or offeror is not required to be so authorized:

☐ is a corporation or other business entity with the following SCC identification number:

OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust –

OR-

☒ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -

OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

OR-

☐ If the business entity has not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The City of Chesapeake reserves the right to determine in its sole discretion whether to allow such waiver).