1. Scope:Verizon Wireless (“Contractor”) and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance (“WSCA” and/or “Customer”), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state’s statutes to utilize **state/entity** contracts.

2. Participation: Use of specific **WSCA** 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 are 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 WSCA rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER:  Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer.  Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement.  Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities.  Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases.  The Contractor will apply the charges to each Participating Entity individually.

 The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees. .

3. Intentionally Omitted.

4. Lease Agreements: **NONE**

5. Primary Contacts: The primary contact individual for this participating addendum are as

follows (or their named successors):

Lead State

|  |  |
| --- | --- |
| Name | Teri Smith, Purchasing Officer |
| Address | 515 E. Musser St, Suite 300, Carson City, NV 89701 |
| Telephone | 775-684-0178 |
| Fax | 775-684-0188 |
| E-mail | tlsmith@admin.nv.gov |

Contractor

|  |  |
| --- | --- |
| Name | Cellco Partnership d/b/a Verizon Wireless |
| Address | 8350 East Crescent Pkwy, Attn: RJ Fenolio, Greenwood Village, CO 80111 |
| Telephone | (702) 283-2200 |
| Fax | (866) 917-8701 |
| E-mail | rj.fenolio@verizonwireless.com |

Participating Entity

|  |  |
| --- | --- |
|  Name |  |
| Address |  |
| Telephone |  |
| Fax |  |
| E-mail |  |

6. Subcontractors:

NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. 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 WSCA Master Agreement.

 8. Price Agreement Number:

 All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **[insert appropriate number]** and the Lead State price agreement number: 1907

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the “American Recovery and Reinvestment Act of 2009” (“ARRA”): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

Purposely Left Blank

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

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

|  |  |
| --- | --- |
| Participating State: | Contractor: |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

[Additional signatures as required by Participating State]