

**DATA COMMUNICATION PRODUCTS &
SERVICES (2019-2026)**

Led by the State of Utah

Master Agreement #: AR3189

Contractor: **CRADLEPOINT, INC.**

Participating Entity: **STATE OF SOUTH DAKOTA – CONTRACT 17346**

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

- *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 Data Communication Products & Services led by the State of Utah for use by state agencies and other entities located in the Participating **State of South Dakota** 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 statewide contracts in the **State of South Dakota**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

For internal use by the State: All state agency purchases from this agreement by agencies under the Executive Branch must be processed through the Bureau of Administration, Office of Procurement Management (OPM). Moratorium exemption approval from the Bureau of Information and Telecommunications (BIT) is required. A purchase order issued by OPM will authorize state agency purchases from this agreement. The Contractor will not be responsible to ensure compliance of this requirement.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the NASPO VALUEPOINT administrative fee.

3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):



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Contractor

Name:	Stephanie Wildman
Address:	Cradlepoint Inc. 1111 W. Jefferson Street, Suite 400 Boise, ID 83702
Telephone:	208-493-5040
Fax:	None Available
Email:	Stephanie.Wildman@cradlepoint.com

Participating Entity

Name:	Chuck Clark
Address:	South Dakota Office of Procurement Management 523 East Capitol Avenue Pierre, SD 57501
Telephone:	605-773-4276
Fax:	605-773-4840
Email:	chuck.clark@state.sd.us

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

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.

For South Dakota's state specific contract terms see Attachment A.

5. Lease Agreements: Reserved

6. Subcontractors: All contactors, dealers, and resellers authorized in the **State of South Dakota**, 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.


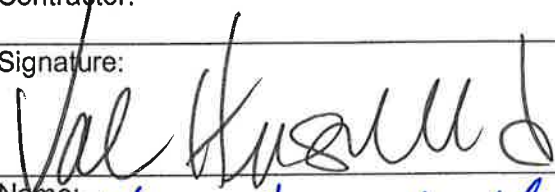
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



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

Participating Entity: State of South Dakota	Contractor:
Signature: 	Signature: 
Name: Steven L. Berg	Name: <i>Valerie Heusinkveld</i>
Title: Director of Procurement	Title: <i>CFO</i>
Date: 09-25-2019	Date: <i>9/26/19</i>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	
Telephone:	
Email:	info@naspovaluepoint.org

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

ATTACHEMENT A

STATE OF SOUTH DAKOTA CONTRACTUAL PROVISIONS

Important: This form contains mandatory provisions and must be attached to or incorporated into all copies of any contractual agreement with the State of South Dakota. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain all of the following provisions: "THE PROVISIONS FOUND IN THIS STATE OF SOUTH DAKOTA CONTRACTUAL PROVISIONS ATTACHMENT, WHICH IS ATTACHED TO THIS CONTRACT, ARE HEREBY INCORPORATED INTO THIS CONTRACT WITH THE SAME FORCE AND EFFECT AS FULLY SET FORTH IN THE BODY OF THIS CONTRACT."

1. It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of this contract into which this attachment is incorporated.

2. Vendor/contractor acknowledges that the State of South Dakota would not have entered into this contract without the provisions of this Attachment.

3. All contractual agreements are subject to, governed by, and construed in accordance with the laws of the State of South Dakota. Any action, suit, or other proceeding under, pursuant to, or governed by this contract shall be brought and maintained in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

4. The vendor/contractor agrees that the continuation of this contract is dependent on receipt of both an appropriation and expenditure authority from the South Dakota Legislature. In the event that the Legislature does not provide both an appropriation of funds and expenditure authority for any fiscal year, or if funds become unavailable because of federal funds reduction, then and in that event, this contract shall be null and void and shall expire at the end of the last fiscal year in which both funding and expenditure authority shall be available for this contract to the State and the State agency involved. Vendor/contractor agrees that a termination for lack of funds pursuant to this paragraph shall not result in a claim against the State, nor against any State agency, agent, officer, or employee.

5. Neither the State of South Dakota, nor any State agency, agent, officer, or employee shall hold harmless or indemnify any vendor/contractor for any loss or damage beyond the amounts provided for tort claims against the State by South Dakota law. Neither the State, nor any State agency, agent, officer, or employee shall assume liability to any third person by means of a contract or agreement. The State has not, and shall not, waive or give up any immunity or protection afforded to the State of South Dakota by the Eleventh Amendment to the Constitution of the United States, and no provision of this agreement shall be interpreted as, or be deemed as, a waiver of such Amendment, nor of any immunity afforded by it to the State of South Dakota.

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6. Vendor/contractor agrees to comply with all federal, state and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing goods or services pursuant to this agreement, and vendor/contractor will be solely responsible for obtaining current information about such requirements.

7. Notwithstanding any language to the contrary, no interpretation shall be allowed that would find the State of South Dakota or any State agency has agreed to any binding arbitration, nor to the payment of damages or liquidated damages upon occurrence of a contingency. The State of South Dakota does not and shall not agree to pay any attorneys' fees or late charges in excess of those provided for in the South Dakota Prompt Payment Act, SDCL chapter 5-26.

8. By signing this contract, representative of vendor/contractor hereby warrants and represents that such person is duly authorized by vendor/contractor to execute this contract on behalf of vendor/contractor, and that vendor/contractor agrees to be bound by the provisions hereof.

9. This contract shall not require the State of South Dakota to purchase any insurance, nor shall the State of South Dakota be obligated to provide for any self-insurance beyond that required by South Dakota law relating to tort claims. Vendor/contractor shall be required to provide adequate insurance for: (1) Commercial General Liability; (2) Professional Liability; (3) Business Automobile Liability; (4) Workers' Compensation, all as required by South Dakota Law, as otherwise set out in this Agreement, or adequate to cover any and all risks of performance under this agreement.

10. Vendor/contractor hereby agrees to indemnify and hold the State of South Dakota, and its agents, agencies, officers, and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services or providing goods under this contract. This provision does not require vendor/contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its agents, agencies, officers, or employees.

11. Vendor/contractor hereby agrees to save the State of South Dakota, its agents, agencies, officers and employees, harmless from liability of any nature or kind which shall arise from vendor/contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of this agreement, or which the vendor/contractor is not the patentee, assignee, or licensee.

ATTACHEMENT A

**STATE OF SOUTH DAKOTA
CONTRACTUAL PROVISIONS**

12. Vendor/contractor hereby acknowledges that the State of South Dakota and all State agencies are public entities and are subject to all South Dakota statutes and laws governing open records and open meetings. It shall not be a violation or breach of this agreement for the State of South Dakota or any State agent, agency, officer, or employee to take any action that said State agency, agent, officer, or employee in good faith believes is necessary to comply with any State of South Dakota law governing open meetings or open records.