Idaho Division of Purchasing

Participating Addendum

Purchase Order Name:

Wireless Communication Services and Equipment (Ce

Contract Number:

PADD1105

Contract Value:

0.00 USD

Purchase Order Date:

7/17/2019

Submitted By:

Jason Skelton

Supplier

Shipping Details

Other

Verizon Wireless

255 Parkshore Drive

Shipping Instructions:

Ship FOB:

Per agency order

Folsom CA 95630 Phone:

Fax: Email:

Bill To Address

Ship To Address

DOP - Various State Agencies

State of Idaho

Ship to Ordering Agency

Various Locations See Below for Details on Specific Locations Various, Idaho 83702

Phone:

208-327-7465

Fax:

208-327-7320

Email:

Mail Stop:

purchasing@adm.idaho.gov

DOP - Various Locations

Phone:

208-327-7465

Fax:

208-327-7320

Email:

purchasing@adm.idaho.gov

Mail Stop:

DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

NOTICE OF STATEWIDE CONTRACT (PADD) EXTENSION

IDAHO

This Contract is for Wireless Communication Services and Equipment, awarded pursuant to State of Nevada Master Agreement 1907, issued as a cooperative contract in conjunction with NASPO ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFP.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Daren McKinney

Phone: 208-859-1200

E-mail: daren.mckinney@vzw.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This PADD, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

- 1. This PADD
- 2. State of Nevada's original sourcing event, 1907
- 3. The Contractor's signed Proposal

Special Instructions:	
Internal Comments:	
	Total USD

Signature: Jason Skelton

IDAHO

Signed By :____



BRAD LITTLE
Governor
BRYAN MOONEY
Director
STEVE BAILEY
Administrator

State of Idaho

Department of Administration Division of Purchasing

304 N 8th Street, Rm 403 (83702) P. O. Box 83720 Boise, ID 83720-0075 Telephone (208) 327-7465 Fax: 208-327-7320 http://purchasing.idaho.gov

June 21, 2019

Verizon

Attn: Doug Robertson, Daren McKinney

VIA E-MAIL TRANSMISSION doug.robertson@vzw.com; Daren.mckinney@vzw.com

RE:

Extension of Contract PADD1105, a Contract for Cellular/Wireless Services for the various State of Idaho Agencies, Institutions, and Departments

Expiring 6/30/2019

The State of Idaho would like to extend the above referenced contract for a period of Six (6) Months.

The contract extension period is <u>July 1, 2019 to December 31, 2019</u>. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

If the terms of this extension letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (<u>purchasing@adm.idaho.gov</u>) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

	<u>C</u>	ontractor agrees to the terms detailed above
Sincerely,	COMPANY:	Cellco Partnership d/b/a Verizon Wireless
Jason Skelton	BY:	(Signature)
Idaho Division of Purchasing		Todd Loccisano,
Table 2 Maion of Caronaon.		Executive Director - Enterprise & Government
		(Printed Name)
	DATE:	June 25, 2019

UPDATED CONTACT INFORMATION for PADD1105:

Contact Name	
Title	
Address	
Phone	
Phone Fax	
E-mail	

WebProcure: Request And Workflow

IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

VERIZON WIRELESS

Change Order Summary Supplier Chris Rock

Purchase Order Number: PADD1105

255 Parkshore Drive Account Number: AC-1 Folsom, CA 95630 Phone: 916 357-2442

Revision Number: Fax:

Change Order Date: October 13, 2016 Email: chris.rock@verizonwireless.com

Service Start Date: November 1, 2016

Buyer Contact Stephanie Wildman Service End Date: June 30, 2019

Tel: 208-332-1611 Fax: 208-327-7320 Payment Method: Invoice Stephanie.Wildman@adm.idaho.gov

Payment Terms: NET30 Currency USD **FOB Instruction:** Destination

PADD1105 Renewal Letter.pdf : Attachment(s):

ChangeLog.htm: Purchase Order Change

Contract Number:

Bill To Address Ship To Address

DOP - Various State Agencies DOP - Various State Agencies State of Idaho State of Idaho

Various Locations Various Locations See Below for Details See Below for Details on Specific Locations on Specific Locations Various, Idaho 83702 Various, Idaho 83702

208-327-7465 208-327-7465 Fax: 208-327-7320 Fax: 208-327-7320

Email: purchasing@adm.idaho.gov Email: purchasing@adm.idaho.gov

DOP - Various Locations Mail Stop: DOP - Various Locations Mail Stop:

Instructions

PADD1105, Wireless Communication Services and Equipment, pursuant to NASPO ValuePoint (formerly WSCA) Master Agreement (Nevada Bid Number RFP: 1907) for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the Contract), is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate based on State of Idaho Agency usage and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

NO OTHER CHANGES NOTED

Contract History:

Attachment(s) Special Instructions:

Original Contract Amount: \$1,000,000.00 Renewal 1 (this Change Order): \$7,500,000.00

Total Contract Value: \$8,500,000.00

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
91575	1.00	0	EA	7,500,000.00	\$7,500,000.00
Item Description	#1				
				cuant to WSCA Master Price Agentation. The price is an estir	
	₽				
Delivery Date:	October 14, 2016				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:					

10/25/2016 10:55 AM 1 of 2

WebProcure: Request And Workflow

Sub-Total (USD) \$7,500,000.00 Estimated Tax (USD) \$7,500,000.00 TOTAL: (USD)

Note: If there is a 🎚 next to an item's unit price, that indicates that the price has been discounted.

Signature : = Signed By :

\$0.00

10/25/2016 10:55 AM 2 of 2



C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

State of Idaho

Department of Administration Division of Purchasing

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

June 20, 2016

Verizon

Attn: Doug Robertson

VIA E-MAIL TRANSMISSION doug.robertson@verizonwireless.com

RE:

Renewal of Contract PADD1105, a Contract for Cellular Telephones for various State of Idaho

Agencies, Institutions, and Departments

Expiring 10/31/2016

The State of Idaho would like to renew the above referenced contract for a period of Two (2) Years, Eight (8) Months.

The contract renewal period is <u>November 1, 2016 to June 30, 2019</u>. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (<u>purchasing@adm.idaho.gov</u>) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter. Sincerely,	APPROVED:
Stephanie Wildman Idaho Division of Purchasing	(Signature) Todd Loccisano- Exective Director, Enteprise and Government Contracts (Printed Name)
	Date: August 26, 2016

UPDATED CONTACT INFORMATION for PADD1105:

Contact Name	Doug Robertson
Title	Senior Manager- Contract Management
Address	15505 Sand Canyon Ave. ATTN: Doug Robertson
	Irvine, CA 92618
Phone	(949) 246-8700
Fax	(240) 568-1191
E-mail	Doug.Robertson@vzw.com

Bill To:

State of Idaho

Send invoices to the address listed below or as indicated in the comments or instructions field Boise, ID 83720-0075



THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

> **Participating** Addendum **PADD1105**

State of Idaho

Participating Addendum

DELIVER State of Idaho Various Agencies

TO: Various State Agencies located throughout Idaho

Various, ID 83701

sarah.hilderbrand@adm.idaho.gov

Date: Thu Jul 12, 2012

F.O.B.: Destination

Terms:

VENDOR: VERIZON WIRELESS 255 Parkshore Drive **Folsom, CA 95630**

Attn: National Account Manager

Vendor Nbr:

Emailed To: chris.rock@verizonwireless.com

Phone: 916 357-2442

Fax:

eCommerce ID: P00000068713

Start of Thu May 31, 2012

Service Date

Mon Oct 31, 2016

End of Service Date:

Solicitation#: RFQ09369

DOC#: PREQ20373

Buyer: MARK LITTLE 208-332-1611

Item No	Description		Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item partic follow)	culars	1 lot		1000000.00
		Total:			1000000.00
Blanket Comments:					
Item No	Description Qua	antity	Unit		Extension

Item No	Description	Quantity UOM	Unit Price	Extension
001	Wireless Communication Services and Equipment (Cellular Telephones) pursuant to WSCA Master Price Agreement (Nevada RFP/Contract 1907) from Verizon Wireless and the attached documentation. The price is an estimate only and can not be guaranteed. (915-75) (nt)	1 SYS	\$1,000,000.00	\$1,000,000.00

.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This Contract for is for Wireless Communication Services and Equipment (Cellular Telephones) and State of Nevada Master Price Agreement Contract 1907. The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Title:..... Wireless Communication Services and Equipment (Cellular

Telephones)

Contract Usage Type:.....Optional Use

Public Agency Clause:Yes

Contract Administration:....Sandy Frazier ---Phone Number:......208-332-1631 ---Fax Number:......208-327-7320

---E-Mail:.....Sabdy.Frazier@adm.idaho.gov

General Comments:

Contractor's Primary Contacts

---Attn:..... Rj Fenolio

E-Mail:..... Rj.fenolio@verizonwireless.com

Government Account Local Representative

---Attn:..... Rachel Shirley

---Address:...... 7155 W Denton St., Suite 115

---City, State, Zip:..... Boise ID 83704

Phone Number:............... 208-521-2025 or 208-866-2000

Fax Number:..... 866-673-4399

E-Mail:..... rachel.shirley@verizonwireless.com

Instructions:

Freight / Handling Included in Price

1:

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.\n

For ordering and payment information see the above contact information

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:\n 1. This Statewide Blanket Purchase Order document. 2. The state of Utah's original solicitation document. 3. The Contractor's signed bid, quotation, or offer. INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.

Signed By: MARK LITTLE

Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT
Cellco Partnership d/b/a Verizon Wireless
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
[State of Idaho]
(hereinafter "Participating State/Participating Entity")
[PADD1105]

Page 1 of 5

1. Scope/Background: Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. 1907 effective 5/31/12 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating State/Participating Entity authorized to utilize this Master Service Agreement. This Addendum is a separate agreement between the Participating State/Participating Entity and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. <u>Participation</u>: Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under the Master Service Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each agency, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT
Cellco Partnership d/b/a Verizon Wireless
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
[State of Idaho]
Preinafter "Participating State/Participating Entity

(hereinafter "Participating State/Participating Entity")
[PADD1105]

Page 2 of 5

3. <u>Participating State/Participating Entity Modifications or Additions to Master Service Agreement:</u>

Idaho Administrative Reporting and Fees:

The contractor agrees to provide quarterly price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

Period EndReport DueJune 30August 15September 30November 15December 31February 15March 31May 15

The contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho Sales, less returns, cancellations, and replacements for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1% of the gross Idaho sales (less returns and credits) for the quarterly period. The State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount. This report will be provided 45 calendar days from the close of the calendar quarter.

Notwithstanding Paragraph 5 (Incorporated Documents: Order of Precedence) of Nevada Contract Number: 1907 and Paragraph 44 (Governing Law: Jurisdiction) of Nevada Contract Number: 1907is supplemented with the following, which shall apply to this PA.

The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provision of the PA are clearly inconsistent

Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT Cellco Partnership d/b/a Verizon Wireless Nevada Contract Number: 1907 (hereinafter "Contractor")

And

[State of Idaho] (hereinafter "Participating State/Participating Entity") [PADD1105]

Page 3 of 5

therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force. The terms and conditions of the Master Price Agreement will apply to any and all services performed, including any services performed by a subcontractor to the contractor. No other terms or conditions will apply without the express written agreement of the State.

- 4. [Purposely Left Blank.]
- 5. <u>Primary Contacts</u>: The primary contact individuals for this 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 Crescen Pkwy, Attn: RJ Fenolio,	
	Greenwood Village, CO 80111	
Telephone	(702) 283–2200	
Fax	(866) 917–8701	
E-mail	Rj.fenolio@verizonwireles.com	

Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT Cellco Partnership d/b/a Verizon Wireless Nevada Contract Number: 1907 (hereinafter "Contractor") And

[State of Idaho] (hereinafter "Participating State/Participating Entity") [PADD1105]

Page 4 of 5

Participating State/Participating Entity

	Gregory Lindstrom
Name	
Address	650 W State Street, Room B-15 PO Box 83720 Boise
	ID 83720-0075
Telephone	208-332-1609
Fax	208-327-7320
E-mail	Gregory.lindstrom@adm.idaho.gov

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

All orders should contain the following mandatory language (1) indicating that "all Purchase Orders or VERIZON Approved funding documents will be in accordance with and subject to Nevada Contract Number: 1907 (2) Your Name, Address, Contact Number, email address and Contractor's account number(s) (3) Purchase order amount.

8. Price Agreement Number:

All purchase orders or VERIZON approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State/Participating Entity contract number: **PADD1106** and the Lead State price agreement number: 1907.

This Addendum and the Master Service 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 Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Service Agreement and its exhibits, by any subsequent purchase order or

Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT Cellco Partnership d/b/a Verizon Wireless Nevada Contract Number: 1907 (hereinafter "Contractor") And

[State of Idaho] (hereinafter "Participating State/Participating Entity") [PADD1105]

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otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating State/Participating Entity and any Buyers under this Addendum ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing 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) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds... Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

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

Contractor:
By:
Name: Todd Loccisano
Title: Executive Director,
Enterprise & Government Contracts
Date: 10-111-201