Wireless Data, Voice, and Accessories

 Contract Instructions for DiscountCell Inc.

State of Idaho

**Mandatory Use Categories**

The categories awarded to DiscountCell Inc. include: Category 2 (Equipment and Accessories). Review the Master Agreement, pages twenty-four (24) to twenty-six (26) for detailed information on each category.

**Overview of Award Categories**

The products and services for this contract have been awarded in 1 (one) category:

Category 2- Equipment and Accessories: This category includes any equipment or accessories operating

over cellular carrier provided network services or intended for use with cellular connected devices.

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services or intended for use with cellular connected devices.

This Award Category is for National Award only.

**Ordering**

a. Master Agreement order and purchase order numbers shall be clearly shown on all

acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally

compete the requirement among companies having a Master Agreement on an “as needed”

basis. This procedure may also be used when requirements are aggregated or other firm

commitments may be made to achieve reductions in pricing. This procedure may be modified

in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The

Purchasing Entity may in its sole discretion determine which Master Agreement Contractors

should be solicited for a quote. The Purchasing Entity may select the quote that it considers

most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and

documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules,

policies, and procedures regarding the ordering of supplies and/or services contemplated by

this Master Agreement. d. Contractor shall not begin work without a valid Purchase Order or other appropriate

commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of

the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;

(2) The place and requested time of delivery;

(3) A billing address;

(4) The name, phone number, and address of the Purchasing Entity representative;

(5) The price per hour or other pricing elements consistent with this Master Agreement

and the contractor’s proposal;

(6) A ceiling amount of the order for services being ordered; and

(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to

the authorized purchasing agent within the Purchasing Entity’s purchasing office, or to such

other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date

thereof, but may have a delivery date or performance period up to 120 days past the then current

termination date of this Master Agreement. Contractor is reminded that financial

obligations of Purchasing Entities payable after the current applicable fiscal year are contingent

upon agency funds for that purpose being appropriated, budgeted, and otherwise made

available.

i. Notwithstanding the expiration, cancellation, or termination of this Master Agreement,

Contractor agrees to perform in accordance with the terms of any Orders then outstanding at

the time of such expiration or termination. Contractor shall not honor any Orders placed after

the expiration, cancellation, or termination of this Master Agreement, or otherwise inconsistent

with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite

delivery order arrangement priced against this Master Agreement may not be placed after the expiration

or termination of this Master Agreement, notwithstanding the term of any

such indefinite delivery order agreement.

**Shipping and Delivery**

The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B.

destination, freight pre-paid, with all transportation and handling charges paid by the

Contractor. Responsibility and liability for loss or damage shall remain the Contractor’s until

final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as

to latent defects, fraud and Contractor’s warranty obligations. The minimum shipment

amount, if any, will be found in the special terms and conditions. Any order for less than the

specified amount is to be shipped with the freight prepaid and added as a separate item on the

invoice. Any portion of an Order to be shipped without transportation charges that is back

ordered shall be shipped without charge.

All deliveries will be “Inside Deliveries” as designated by a representative of the Purchasing

Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front

lobby, or reception area. Specific delivery instructions will be noted on the order form or

Purchase Order. Any damage to the building interior, scratched walls, damage to the freight

elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the

responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

All products must be delivered in the manufacturer’s standard package. Costs shall include all

packing and/or crating charges. Cases shall be of durable construction, good condition, properly

labeled and suitable in every respect for storage and handling of contents. Each shipping carton

shall be marked with the commodity, brand, quantity, item code number and the Purchasing

Entity’s Purchase Order number.

**Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and

State laws and regulations.

**Inspection and Acceptance**

a. Where the Master Agreement or an Order does not otherwise specify a process for

inspection and Acceptance, this section governs. This section is not intended to limit rights and

remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance.

Contractor shall provide right of access to the Lead State, or to any other authorized agent or

official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in

order to monitor and evaluate performance, compliance, and/or quality assurance

requirements under this Master Agreement. Products that do not meet specifications may be rejected.

Failure to reject upon receipt, however, does not relieve the contractor of liability for

material (nonconformity that substantial impairs value) latent or hidden defects subsequently

revealed when goods are put to use. Acceptance of such goods may be revoked in accordance

with the provisions of the applicable commercial code, and the Contractor is liable for any

resulting expense incurred by the Purchasing Entity related to the preparation and shipping of

Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require

the Contractor to perform the services again in conformity with contract requirements, at no

increase in Order amount. When defects cannot be corrected by re-performance, the

Purchasing Entity may require the Contractor to take necessary action to ensure that future

performance conforms to contract requirements; and reduce the contract price to reflect the

reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance

to an explicit standard of performance. Acceptance Testing means the process set forth in the

Master Agreement for ascertaining that the Product meets the standard of performance prior

to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection

applies to applicable Products purchased under this Master Agreement, including any

additional, replacement, or substitute Product(s) and any Product(s) which are modified by or

with the written approval of Contractor after Acceptance by the Purchasing Entity. The

Acceptance Testing period shall be thirty (30) calendar days or other time period identified in

this Master Agreement or the Participating Addendum, starting from the day after the Product

is delivered or, if installed, the day after the Product is installed and Contractor certifies that the

Product is ready for Acceptance Testing. If the Product does not meet the standard of

performance during the initial period of Acceptance Testing, Purchasing Entity may, at its

discretion, continue Acceptance Testing on a day-to-day basis until the standard of

performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure

the standard of performance issue(s). If after the cure period, the Product still has not met the

standard of performance, the Purchasing Entity may, at its option:

(a) declare Contractor to bein breach and terminate the Order;

(b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or,

(c) continue the cure period for an additional time period agreed upon by the Purchasing Entity

and the Contractor. Contractor shall pay all costs

related to the preparation and shipping of Product returned pursuant to the section. No

Product shall be deemed Accepted and no charges shall be paid until the standard of

performance is met. The warranty period shall begin upon Acceptance.

**Payment**

Payment after Acceptance is normally made within 30 days following the date the entire order

is delivered or the date a correct invoice is received, whichever is later. After 45 days the

Contractor may assess overdue account charges up to a maximum rate of one percent per

month on the outstanding balance, unless a different late payment amount is specified in a

Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be

remitted by mail. Payments may be made via a State or political subdivision “Purchasing Card”

with no additional charge.

**Warranty**

Warranty provisions govern where specified elsewhere in the documents that constitute the

Master Agreement; otherwise this section governs. The Contractor warrants for a period of one

year from the date of Acceptance that: (a) the Product performs according to all specific claims

that the Contractor made in its response to the solicitation, (b) the Product is suitable for the

ordinary purposes for which such Product is used, (c) the Product is suitable for any special

purposes identified in the solicitation or for which the Purchasing Entity has relied on the

Contractor’s skill or judgment, (d) the Product is designed and manufactured in a commercially

reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the

Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose

nonconformance is discovered and made known to the Contractor. If the repaired and/or

replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will

refund the full amount of any payments that have been made. The rights and remedies of the

parties under this warranty are in addition to any other rights and remedies of the parties

provided by law or equity, including, without limitation, actual damages, and, as applicable and

awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.

**Title of Product**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to

the Product free and clear of all liens, encumbrances, or other security interests. Transfer of

title to the Product shall include an irrevocable and perpetual license to use any Embedded

Software in the Product. If Purchasing Entity subsequently transfers title of the Product to

another entity, Purchasing Entity shall have the right to transfer the license to use the

Embedded Software with the transfer of Product title. A subsequent transfer of this software

license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity’s

transferee.

**License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable,

license to use, publish, translate, reproduce, transfer with any sale of tangible media or

Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or

delivered under this Master Agreement, but not created under it (“Pre-existing Intellectual

Property”). The Contractor shall be responsible for ensuring that this license is consistent with

any third-party rights in the Pre-existing Intellectual Property.