



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Wireless Voice, Data, and Accessories
Contract Number: PADD20210618
Contract Value: 4,000,000.00 USD
Purchase Order Date: 12/15/2020
Submitted By: Travis Vasceannie, Kim Guevara

Supplier

Cellco Partnership
8350 E Crescent Parkway
Suite 200
Greenwood Village
Colorado, 80111

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: Ship to Ordering Agency

Phone: +1 970-210-4727
Email: Hailie.kelsey@vzw.com

Bill To Address

DOP - Various State Agencies
State of Idaho

Ship To Address

Ship to Ordering Agency

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: 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

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NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Wireless Voice, Data, and Accessories, awarded pursuant to State of Utah Master Agreement 152, 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: Hailie Kelsey

Phone: +1 208-521-2025

E-mail: Hailie.kelsey@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 Utah’s original sourcing event, CJ18012
3. The Contractor’s signed Proposal

Special Instructions:

Internal Comments:

Signature :Kim Guevara

Signed By :_____



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Led by the state of Utah

Master Agreement #: MA152

Contractor: CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS

Participating Entity: State of Idaho

1. Scope: Verizon Wireless (“Contractor”) and the State of Utah, for itself and on behalf of the NASPO ValuePoint (“NASPO ValuePoint” and/or “Customer”), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the "Master Agreement". This Participating Addendum applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state’s statutes to purchase under state/entity contracts. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement. The categories awarded to Cello Partnership, D/B/A Verizon Wireless include: Category 1 (Cellular Wireless Services), Category 2 (Equipment and Accessories), and Category 3 (Turnkey Wireless and IoT Solutions).

2. Participation: This NASPO ValuePoint Master Agreement may be used by all “Public Agencies” as defined in Section 67-2327 of Idaho Code, which provides as follows: “Public Agency” means any city or political subdivision of this State, including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho.” Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

3. Term: The initial term of this PA will be effective upon the last signature and shall be coterminous with the Master Agreement, which continues through August 11, 2024, and may be extended an additional five years (or such other period agreed by the parties).

4. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together 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 Master Agreement.

All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA152.

5. Individual Customer: Except to the extent modified by this Participating Addendum, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms and conditions of the Master Agreement, and will have the same rights and responsibilities for



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their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement, and to the extent the Purchasing Entity purchases any Verizon's Smart Communities products, services and solutions, those purchases are governed by the supplemental terms set forth at <https://enterprise.verizon.com/solutions/public-sector/state-local/contracts/naspo/> (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Master Agreement and this Participating Addendum, and calculating the administrative fees.

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

Lead State

| | |
|------------|--|
| Name: | Christopher T. Jennings, J.D, Assistant Director, |
| Address: | 3140 State Office Building, Salt Lake City, Utah |
| Telephone: | (801) 538-3157 |
| Email: | ctjennings@utah.gov |

Contractor

| | |
|------------|--|
| Name: | Doug Robertson, Senior Manager- Contract Management |
| Address: | 15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson |
| Telephone: | (949) 246-8700 |
| Email: | Doug.Robertson@vzw.com |



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Participating Entity

| | |
|------------------|--------------------------------|
| Contact Name: | Kimberly Guevara |
| Address: | 650 W State Street |
| City, State, Zip | Boise, Idaho 83702 |
| Telephone: | 208-332-1603 |
| Email: | Kimberly.guevara@adm.idaho.gov |

7. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply to 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.

8.a Reporting and Administrative Fee.

i. Idaho Administrative Fee. Contractor will pay the State a quarterly administrative fee of one percent (1%) of the amounts received by the Contractor, less applicable sales tax, returns, credits and adjustments, from the sale of Product (as defined in the Master Agreement #MA 152) on CRU accounts under this Contract (Administrative Fee). In return, the standard discount provided under the Master Agreement will be reduced by one percent (1%). The Administrative Fee will be paid by EFT or check made to the "Division of Purchasing, State of Idaho" with the check sent to P.O. Box 83720 Boise, ID 83720-0075. Reporting and Payment of the Administrative Fee are due to the State no later than forty-five (45) calendar days after the end of the quarter for which the Administrative Fee is owed. Administrative fee payments under any predecessor Participating Addendum will be discontinued effective March 31, 2021.

ii. Reporting Timeline. Administrative Fee payments and reports to DOP are due no later than thirty (30) calendar days after the end of each calendar quarter detailed below:

1st Quarter: July 1 – September 30
2nd Quarter: October 1 – December 31
3rd Quarter: January 1 – March 31
4th Quarter: April 1 – June 30

iii. Required Reports.



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Two (2) quarterly reports must accompany each Administrative Fee payment and be furnished electronically in Microsoft Excel format. The required reports are: 1) PADD Summary Usage Report; and 2) Detailed Usage Report. The PADD Summary Usage Report can be found on the "Information for Vendors" page of DOP's website: <https://purchasing.idaho.gov/information-for-vendors/>. The Detailed Usage Report template is attached to this PADD as Attachment 1.

The report must be emailed to: purchasing@adm.idaho.gov.

8.b Governing Law. This PA and all orders issued thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the state of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada county in the state of Idaho in the event of any dispute with respect to the PA.

8.c Assignment. The Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing **which shall not be unreasonably withheld**. Transfer without such approval shall cause the annulment of the PA, at the option of the Participating Entity. All rights of action, however, for any **material** breach of the PA are reserved to the Participating Entity. (I.C. § 67-5726(1)).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the Participating Entity shall have no obligation to make payment to an assignee until thirty (30) calendar days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The Participating Entity may treat violation of the clause as an event of default.

8.d Amendments. Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this section 4.e will result in the Master Agreement amendment automatically being incorporated in this PA. In the event the Participating Entity does not elect to incorporate the Master Agreement's Pricing amendment into this PA, the Contractor reserves the right to terminate this PA upon thirty (30) calendar days' written notice to the Participating Entity.

8.f Insurance. The following requirements are supplemental to any insurance requirements contained in the Master Agreement:



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i. **REQUIREMENT TO PROVIDE PROOF OF INSURANCE:** The Contractor and its subcontractors (if the Contractor has any subcontractors that will provide goods or services to the Participating Entity under the PA) shall provide certificates of insurance to the Division of Purchasing for workers compensation insurance (see the paragraph below) and for the commercial general liability required section 21, Insurance, of the Contract. These certificates must be provided within seven (7) business days after the effective date of this PA, and all required insurance must be maintained by the Contractor for the entire term of this PA, including all renewal and extension periods.

ii. **REQUIREMENTS FOR WORKERS' COMPENSATION INSURANCE:** The Contractor shall maintain Workers' Compensation Insurance and Employer's Liability for the entire term of this PA. The employer's liability shall have limits \$100,000 for each accident for bodily insurance by accident, \$500,000 disease policy limit, and \$100,000 disease, each employee.

For Workers' Compensation Insurance, the Contractor must provide a certificate of Workers' Compensation insurance issued by an insurer licensed to write Workers' Compensation Insurance in the state of Idaho

8.g **Applicable Terms.** The Participating Entity agrees to the terms and conditions of the Master Agreement only to the extent that the terms and conditions are not in conflict with this PA or with the laws of the state of Idaho.

8.h **Records Maintenance.** The Contractor shall maintain or supervise the maintenance of billing records necessary to properly account for all payments made to the Contractor for the costs authorized by the PA. These billing records shall be retained by the Contractor for at least three (3) years, or if an audit is initiated, until all audits initiated within the three (3) years have been completed, whichever is later.

8.i **Termination for Convenience.** The Participating Entity may terminate this PA for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination if the Participating Entity determines it is in its best interest. Upon termination, the Participating Entity will pay all amounts owed or otherwise payable as of the date of termination.

8.j **Termination for Default.** The Participating Entity may terminate this PA when the Contractor has been provided written notice of material default or material non-compliance and has failed to cure the material default or material non-compliance within thirty (30) calendar days, unless such longer period of time is mutually agreed upon between the parties in writing. The



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Participating Entity, upon termination for material default or material non-compliance, reserves the right to take any legal action it may deem necessary.

A Purchasing Entity may terminate an order when the Contractor has been provided written notice of material default or material non-compliance and fails to cure such material default or material non-compliance within thirty (30) calendar days of receiving written notice of said material default or material non-compliance.

9. Lease Agreements: Lease agreements shall not be permitted under this Participating Addendum, unless a mutual agreement is executed in writing defining the terms under which leases will be permitted.

10. Subcontractors: All contactors, dealers, and resellers authorized in the State of Idaho, 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.

11. 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.

12. Plans

Price plans currently available under Equipment Contract #1907 shall be made available for the Participating Entity under the terms and conditions of this Agreement.

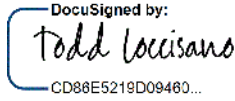
Entire Agreement: This Participating Addendum, and the Master Agreement (number MA152 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by-any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.



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The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the respective Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary Parties
The Parties have executed this Participating Addendum as of the date of final execution below.

| | |
|--|---|
| Participating Entity: | Contractor: Cellco Partnership d/b/a Verizon Wireless |
| Signature: Kimberly Guevara Digitally signed by Kimberly Guevara Date: 2020.11.19 14:42:35 -07'00' | Signature:  |
| Printed Name: | Printed Name: Todd Loccisano |
| Title: | Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group |
| Date: | Date: 11/19/2020 11:18 AM MST |

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

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

NASPO MA152 competitive services comparison

| Category | Carrier | | | |
|---|----------------|------|--------|----------|
| | Verizon | AT&T | Sprint | T-Mobile |
| Category 1 – Wireless Voice and Data | ✓ | ✓ | ✓ | ✓ |
| Category 2 – Wireless Accessory and Equipment | ✓ | ✓ | ✓ | ✓ |
| Category 3 – Turnkey Wireless Solutions | | | | |
| • Subcategory A – Fleet Management | ✓ | ✓ | ✓ | ✓ |
| • Subcategory B – MDM/EMM | ✓ | ✓ | | |
| • Subcategory C – Mobile Integration/Mobile Substitution | ✓ | ✓ | | ✓ |
| • Subcategory D – Workforce Management | ✓ | | | |
| • Subcategory E – Field Service Management | ✓ | | | |
| • Subcategory F – Mobile Data Collection/Mobile Form | ✓ | | ✓ | |
| • Subcategory G – Traffic Management/Intelligent Lighting | ✓ | | | |
| • Subcategory H – Snow/Ice Removal Route Management | n/a | n/a | n/a | n/a |
| • Subcategory I – Public Safety Systems* | ✓ | | | |
| • Subcategory J – IoT Management | ✓ | | | |
| • Subcategory K – Energy Conservation/Management | n/a | n/a | n/a | n/a |
| • Subcategory L – Building and Facilities Automation | n/a | n/a | n/a | n/a |
| • Subcategory M – Enterprise Messaging | ✓ | | ✓ | |
| • Subcategory N – Secure LAN Access | ✓ | | ✓ | |
| Category 4 – Alternate Data Transport (Satellite) | Hughes Network | | | |

This information is publicly available on NASPO Valuepoint website. For more details, please [click here](#).

To learn more about transitioning your NASPO contract, [visit our website](#).



Update your contract today.

On December 31, 2020, our current NASPO Master Service Contract (#1907) will be expiring, but you will still get the same great service and more under our new successor contract. NASPO Master Service Contract (#MA152) is valid through August 11, 2024, and gives you access to a wide-array of products and services.

| Contract | Current NASPO | New NASPO |
|-------------------------------------|---|--|
| Contract number | Master Service Contract — #1907 | Master Service Contract — #MA152 |
| Contract term dates | April 16, 2012 – December 31, 2020 | August 12, 2019 – August 11, 2024 |
| Products and services overview | <ul style="list-style-type: none"> • Wireless Voice / Data Service / IOT Products and Services • Nationwide for Business & Government (share option available) • Push to Talk Unlimited Rate Plans • Local Flat Rate Plan • Nationwide Mobile Broadband • Global Rate Plans • Public Safety Plans • Wireless Priority Service • Machine to Machine Rate plans • Text, picture and video messaging | Keep the same products and services offered on the NASPO 1907 contract |
| Turnkey products and solutions | <ul style="list-style-type: none"> • Fleet Management • Mobile Device Management • Mobile Integration (OneTalk) | Get the same turnkey products and solutions, plus more: <ul style="list-style-type: none"> • Smart Communities • IoT |
| Pricing plans | Up to a 23% access discount for eligible Nationwide Voice and Data pricing plans of \$34.99 and above | Same discounts offered, plus bring your own device (BYOD) price plans for lower rates |
| Promotional equipment offers | Special equipment and quarterly promotional offers available for corporate liable customers | No changes to policy |
| Subsidy recovery fee | NA | If a customer purchases equipment from Verizon Wireless at a discounted price and then disconnects that equipment from the Verizon network, or moves the equipment to a lesser price plan, prior to the expiration of 24 months after the date of activation, Verizon Wireless may recover a subsidy recovery fee. |
| Early termination fee | Waived for government corporate liable lines | Waived for government corporate liable lines |
| Line term and upgrade cycle section | 1-year line term and eligible for an upgrade at 10 months | 2-year line term and eligible for an upgrade at 24 months |

*If you are interested in discussing a specific pricing plan please contact your government account manager. Purchasing eligibility is subject to the terms and conditions of the NASPO Contract Nos. 1907 and 152. Terms and conditions of NASPO Contract Nos. 1907 and 152 and associated Participating Addenda and Purchasing Agreements apply.

