



State of Idaho

**CHANGE ORDER - 01**  
**PLEASE DO NOT DUPLICATE THIS ORDER.**

**Change Order Summary**

**Purchase Order Number:** PADD1105  
**Account Number:** AC-1  
**Revision Number:** 01  
**Change Order Date:** October 13, 2016  
**Service Start Date:** November 1, 2016  
**Service End Date:** June 30, 2019  
**Payment Method:** Invoice  
**Payment Terms:** NET30  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):** [PADD1105 Renewal Letter.pdf](#) :  
[ChangeLog.htm](#) :Purchase Order Change

**Supplier**

Chris Rock  
 VERIZON WIRELESS  
 255 Parkshore Drive  
 Folsom, CA 95630  
**Phone:** 916 357-2442

**Fax:**  
**Email:** chris.rock@verizonwireless.com

**Buyer Contact**

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

**Contract Number:**

**Bill To Address**

DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations  
 Various, Idaho 83702  
**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Ship To Address**

DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations  
 Various, Idaho 83702  
**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**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:

Original Contract Amount: \$1,000,000.00  
 Renewal 1 (this Change Order): \$7,500,000.00  
 Total Contract Value: \$8,500,000.00

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
91575	1.00	0		EA	7,500,000.00	\$7,500,000.00
<b>Item Description</b>	#1	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.				
<b>Delivery Date:</b>	October 14, 2016					
<b>Shipping Method:</b>	Delivery					
<b>Shipping Instructions:</b>						
<b>Ship FOB:</b>						
<b>Attachment(s)</b>						
<b>Special Instructions:</b>						

<b>Sub-Total (USD)</b>	\$7,500,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$7,500,000.00

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

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Signature : \_\_\_\_\_

Signed By :



**State of Idaho**  
 Department of Administration  
 Division of Purchasing

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

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 November 1, 2016 to June 30, 2019. 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 ([purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov)) 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,

  
 Stephanie Wildman  
 Idaho Division of Purchasing

APPROVED:  YES  NO

COMPANY: Cellco Partnership d/b/a Verizon Wireless

BY:   
 (Signature)  
 Todd Loccisano - Exective Director,  
Enterprise 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**  
 \*\*\*\*



THIS NUMBER MUST  
 APPEAR  
 ON ALL DOCUMENTS

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

State of Idaho

Participating  
 Addendum  
**PADD1105**

Participating Addendum

**DELIVER** State of Idaho Various Agencies

**TO:** Various State Agencies  
 located throughout Idaho  
 \*\*\*

Various, ID 83701  
[sarah.hilderbrand@adm.idaho.gov](mailto: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](mailto: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

[1 Header Attachments](#)

Buyer: [MARK LITTLE](#) 208-332-1611

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		1000000.00
	Total:			1000000.00

Blanket  
 Comments:

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  
 ---Address:..... 8350 East Crescent Pkwy  
 ---City, State, Zip:..... Greenwood Village CO 80111

Phone Number:..... 702-283-2200  
 Fax Number:..... 866-917-8701  
 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.**

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**

--

**THOUGH SET FORTH IN FULL.**

**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**

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS SERVICES 2012-2016  
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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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. Participation: 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.

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

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

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:

<u>Period End</u>	<u>Report Due</u>
June 30	August 15
September 30	November 15
December 31	February 15
March 31	May 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: 1907 is 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



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And  
[State of Idaho]  
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[PADD1105]

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

To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUC, 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. Primary Contacts: 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	<a href="mailto:tlsmith@admin.nv.gov">tlsmith@admin.nv.gov</a>

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	<a href="mailto:Rj.fenolio@verizonwireles.com">Rj.fenolio@verizonwireles.com</a>

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

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Participating State/Participating Entity

Name	Gregory Lindstrom
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

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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.

Participating State: State of Idaho	Contractor:
By: 	By: 
Name: Mark Little	Name: Todd Loccisano
Title: State Purchasing Manager	Title: Executive Director, Enterprise & Government Contracts
Date: 7/11/12	Date: 10-JUL-2012