

# **Wireless Data, Voice, and Accessories**

## **Contract Instructions for Cello Partnership, d/b/a Verizon Wireless State of Idaho**

### **Mandatory Use Categories**

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). Review the Master Agreement, pages twenty-six (26) to thirty-eight (38) for detailed information on each category.

### **Overview of Award Categories**

The products and services for this contract are awarded in 3 (three) categories.

These categories are:

**Category 1- Cellular Wireless Services:** This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. "Cellular wireless transport" is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP). We are requesting pricing for both traditional cellular plans that include a subsidized mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device and require only network service from the carrier.

**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.

**Category 3- Turnkey Wireless and IoT Solutions that are offered as a product:** This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

### **Ordering**

All Purchase orders issued by agencies under this PADD must include a reference to this PADD (PADD20210618) and Master Agreement (MA152).

### **Shipping and Delivery**

All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of an order to be shipped without transportation charges that is backordered shall be shipped without charge.

Unless otherwise instructed or not practicable, 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. Any damage to the building's interior,

scratched walls, damage to the freight elevator, or other damage caused by the Contractor during the delivery of Products purchased under this Master Agreement 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. The Purchasing Entity shall immediately notify the Contractor of any suspected damage by the Contractor's agent.

All new Products purchased under this Agreement 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.

### **Inspection and Acceptance**

The inspection and Acceptance section below shall not apply to Category 3 Products from the solicitation. The inspection and Acceptance for Category 3 Products shall be described in a separate exhibit or contractual document and agreed to between the Purchasing Entity and the Contractor.

This section is not intended to limit rights and remedies under the applicable state commercial code or UCC.

All Products are subject to inspection at reasonable times and places before Acceptance, which shall not exceed 30 days from the date of delivery. Upon inspection and if the Purchasing Entity finds Products furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the Products and require Contractor to correct them without charge. If Contractor is unable or refuses to correct such Products within a reasonable amount of time, the Purchasing Entity may cancel the Order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the applicable state commercial code or UCC. Contractor shall provide prepaid shipping labels for all Products returned under this paragraph.

The warranty period shall begin upon Acceptance.

If the Product is not Accepted after inspection, a Purchasing Entity may, at its discretion, reject the Product within the inspection time period described in paragraph b of this section. Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not been Accepted, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand a similar 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 provide packaging and prepaid shipping labels for Products not Accepted. No charges for Products rejected shall be paid until Acceptance has taken place.

### **Payment**

Payment after Acceptance is due within 30 days following the date the Product is delivered or installed, or the date a correct invoice is received, whichever is later, unless otherwise specified within the Order. 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 or electronic funds transfer (EFT). Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

### **Warranty**

The Warranty section below shall not apply to Category 3 Products from the solicitation. The Warranty for Category 3 Products shall be described in a separate exhibit or contractual document, agreed to between the Purchasing Entity and the Contractor and no less than one (1) year.

Unless specified in any other contract document pursuant to this Master Agreement, this Warranty section governs. The Contractor warrants for a period of one year from Acceptance that: (a) the Product will perform 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 reasonably 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 material defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity, including, packaging and prepaid shipping labels) the Product whose nonconformance is discovered and made known to the Contractor. 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.

Pricing Landing Page

Review pages forty two (42) to seventy (70) of the Master Agreement.

### **Title of Product**

Upon Acceptance and payment by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to Equipment free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Equipment shall include an irrevocable and perpetual license to use any Embedded Software in Equipment purchased. If Purchasing Entity subsequently transfers title of the Equipment to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Equipment's title. A subsequent transfer of this Embedded Software shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

### **License of Embedded Software**

Contractor grants to the Purchasing Entity a non-exclusive, royalty free, perpetual license to use the Embedded Software to achieve the purposes of the Master Agreement.