

MA 18P 20093000000000000037
MODIFICATION

State of Maine



Master Agreement

Effective Date: 10/19/20

Expiration Date: 08/30/24

Master Agreement Description: Cell Phones & Plans, Wireless, Data, Voice, Accessories

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

Brian Oliver 207-592-1776 ext. brian.k.oliver@maine.gov

Requestor Information

Brian Oliver 207-592-1776 ext. brian.k.oliver@maine.gov

Agreement Reporting Categories

Reason For Modification: Extension until 8/30/2024.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000131190

Vendor Name

CELLCO PARTNERSHIP

Alias/DBA

VERIZON WIRELESS

Vendor Address Information

C/O VERIZON WIRELESS
1 VERIZON WAY
BASKING RIDGE, NJ 07920
US



NASPO ValuePoint
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES
Led by the State of Utah

Master Agreement #: MA152

Contractor: CELLCO PARTNERSHIP, D/B/A VERIZON

WIRELESS Participating Entity: State of Maine

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.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. 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. 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.

4. 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



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and conditions of the Master Agreement, and will have the same rights and responsibilities for 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.

5. 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

Participating Entity

Name:	Justin Franzose
Street Address:	111 Sewall Street, 4 th Floor, 9 SHS
City, State, Zip:	Augusta, ME 04333



NASPO ValuePoint
PARTICIPATING ADDENDUM

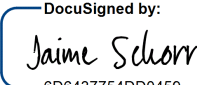
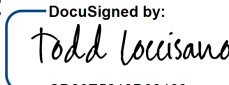
WIRELESS, DATA, VOICE AND ACCESSORIES
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Telephone:	207-624-7337
Email:	Justin.franzose@maine.gov

6. 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.

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.

<i>By signing this Participating Addendum, I affirm doing so complies with my procurement statutes, ordinances, policies, or rules.</i>	
Participating Entity: State of Maine	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature: <small>DocuSigned by:</small>  <small>8D6437764DD0450...</small>	Signature: <small>DocuSigned by:</small>  <small>CD88E5219D09400...</small>
Printed Name: Jaime Schorr	Printed Name: Todd Loccisano
Title: Chief Procurement Officer	Title: Vice President-Contracting (WLS)
Date: 11/6/2020	Date: 11/6/2020

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



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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.

State of Maine Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

PART I: OVERVIEW

Department Office/Division/Program:		DAFS, BBM, Division of Procurement Services			
Department Contract Administrator or Grant Coordinator:		Justin Franzose			
(If applicable) Department Reference #:		n/a			
Amount: (Contract/Amendment/Grant)	\$ n/a	Advantage CT / RQS #:			
CONTRACT	Proposed Start Date:	On or before Dec 31, 2020	Proposed End Date:	June 30, 2024	
AMENDMENT	Original Start Date:		Effective Date:		
	Previous End Date:		New End Date:		
GRANT	Project Start Date:		Grant Start Date:		
	Project End Date:		Grant End Date:		
Vendor/Provider/Grantee Name, City, State:		Verizon Wireless: MA 18P 20093000000000000037 AT&T Mobility: MA 18P 20093000000000000038 US Cellular: MA 18P 20093000000000000036 T-Mobile: MA 18P 20093000000000000039			
Brief Description of Goods/Services/Grant:		Wireless Equipment and Carrier Services			

PART II: JUSTIFICATION FOR VENDOR SELECTION

Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)

	A. Competitive Process		G. Grant
	B. Amendment		H. State Statute/Agency Directed
	C. Single Source/Unique Vendor		I. Federal Agency Directed
	D. Proprietary/Copyright/Patents	x	J. Willing and Qualified
	E. Emergency		K. Client Choice
	F. University Cooperative Project		L. Other Authorization

PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

State of Maine Procurement Justification Form

PART III: SUPPLEMENTAL INFORMATION

The state currently has Master Agreements with three wireless service carriers that end on 12/31/2020. They continue to be willing and qualified to service the State of Maine. Additionally, it has been determined that T-Mobile is willing and qualified to offer these services as well.

2. Provide a brief justification for the selected vendor to supplement the response in Part II.

All wireless services vendors offering services in the State of Maine were willing and qualified to provide these services.

3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

All pricing is below commercial pricing. Agencies can choose their wireless carrier(s) using user experience and cost as necessary.

4. Describe the plan for future competition for the goods or services.

Maine will participate with NASPO ValuePoint on their next solicitation for wireless products and services

PART IV: APPROVALS

**Signature of requesting
Department's Commissioner
(or designee):**

By signing below, I signify that I approve of this procurement request.

DocuSigned by:



Printed Name:

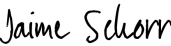
052B9AC7F56A489...
Fred Brittain

Date:

9/30/2020

**Signature of DAFS
Procurement Official:**

DocuSigned by:



Printed Name:

6D6437754DD0459...
Jaime Schorr

Date:

10/1/2020