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# STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES

#### CONTRACT FOR PRODUCTS AND RELATED SERVICES

#### CELLCO PARTNERSHIP DBA VERIZON WIRELESS

#### 1. Introduction

## A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Cellco Partnership dba Verizon Wireless (hereinafter "Vendor"), with its principal place of business at One Verizon Way, Basking Ridge, NJ 08920-1097.

# **B.** Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-234, on December 9, 2015, for Hardware, Software and Services for Wireless Voice, Data, Pagers and Mobile Satellite Voice. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-234 shall be posted by DIR on the Electronic State Business Daily.

#### C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Service Agreement; Appendix E, E-Rate Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-234, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-234, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

#### 2. Term of Contract

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year terms.

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Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

#### 3. Product and Service Offerings

#### A. Products

Products available under this Contract are limited to Wireless Voice and Data Products required for services offered in B. below as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

#### B. Services

Services available under this Contract are limited to Wireless Voice and Data Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

### 4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

#### 5. DIR Administrative Fee

- A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.
- B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

#### 6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

# If sent to the State:

Shannon Kelley, CTPM, CTCM Manager, Contract and Vendor Management Department of Information Resources 300 W. 15<sup>th</sup> St., Suite 1300 Austin, Texas 78701

Phone: (512) 936-2233

Facsimile: (512) 475-4759

Email: shannon.kelley@dir.texas.gov

If sent to the Vendor:

Russ Brown Verizon Wireless 70 NE Loop 410 San Antonio, TX 78216 Phone: (210) 347-1406 Facsimile: (210) 592-5080

#### 7. Software License and Service Agreement

Email: russ.brown@vzw.com

#### A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

#### B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreements as set forth in Appendix D and Appendix E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

# 8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

## A. Section 3. Definitions, I. Equipment, is hereby added:

Devices and ancillary accessories used by subscribers in conjunction with wireless service.

#### B. Section 3. Definitions, J. Wireless Service, is hereby added:

Each and every radio service that is defined by the Federal Communications Commission ("FCC") as commercial mobile radio service ("CMRS") and is subject to FCC rules and related to communication through radio transmissions.

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- C. Section 4. General Provisions, B. Modification of Contract Terms and/or Amendments, Subsection 3) is hereby replaced in its entirety with the following:
  - 3) Customers and Vendor may, but are under no obligation to, negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.
- D. Section 5. Intellectual Property Matters, A. Definitions, 3) Statement of Work, is hereby replaced in its entirety with the following:
  - 3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract. If Statement of Work is not issued by Customer to the Vendor, the Customer shall not have any rights in Vendor IP (defined below).
- E. Section 5. Intellectual Property Matters, A. Definitions, 5) Vendor IP, is hereby replaced in its entirety with the following:
  - 5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were not prescribed in a Statement of Work issued by Customer and/or independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- F. Section 5. Intellectual Property Matters, J. Agreement with Subcontracts, is hereby replaced in its entirety with the following:

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

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- G. Section 10. Vendor Responsibilities, N. Required Insurance Coverage, 1) Commercial General Liability, is hereby replaced in its entirety:
  - 1) Commercial General Liability must include a combined single limit of \$2,000,000 per occurrence. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:
  - a) Blanket contractual liability coverage for liability assumed under the Contract;
  - b) Independent Contractor coverage;
  - c) State of Texas, DIR and Customer listed as an additional insured;
  - d) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.
- H. Section 10. Vendor Responsibilities, N. Required Insurance Coverage, 3) Business Automobile Liability Insurance, is hereby replaced in its entirety:
  - 3) Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:
  - a) Waiver of Subrogation;
  - b) Additional Insured.
- I. Section 10. Vendor Responsibilities, V. Accessibility of Public Information, Subsection 1), is hereby replaced in its entirety:
  - 1) Pursuant to S.B. 1368 of the 83<sup>rd</sup> Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. The Vendor shall provide the information directly to the State for dissemination of the information to the public. The Vendor Shall not dissiminate information directly to the public under any circumstances.

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# DIR Contract No. DIR-TSO-3415

Vendor Contract No
This Contract is executed to be effective as of the date of last signature.
Cellco Partnership dba Verizon Wireless
Authorized By: Signature on file
Name: Todd Loccisano
Title: Executive Director, Enterprise & Government Contracts
Date: April 26, 2016
The State of Texas, acting by and through the Department of Information Resources
Authorized By: Signature on file
Name: Wayne Egeler
Title:Director CTS
Date: April 27, 2016
Office of General Counsel: Signature on File



# Appendix D DIR Contract No. DIR-TSO-3415 Verizon Wireless Customer Agreement

This agreement is dated 06/23/2016 between Cellco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and WILLIAMSON COUNTY PARKS & RECR("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR) and Verizon Wireless, DIR Contract No. DIR-TSO-3415 (the "DIR Agreement") with an effective date of April 27, 2016.

This Customer Agreement shall be governed by the terms and conditions of the DIR Number DIR-TSO-3415. A copy of the DIR Agreement is incorporated herein by reference and is available online at <a href="http://www.dir.texas.gov">http://www.dir.texas.gov</a> or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

FEIN Number:

Existing Vendor Customer Account Number(s): 0321958576-00001

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.):

Verizon Wireless Sales Representative Name: Rick Malmgren

and Wireless Phone Number: 512.627.6099 and GID: STTDR

Verizon Wireless Profile ID(s):

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this 23<sup>rd</sup> day of June ,2016

Customer Name: WILLIAMSON COUNTY PARKS & RECR	Verizon Wireless:	
Authorized Signature: Red 315	Authorized Signature:	
Printed Name: DEL A GATRO	Printed Name: Otto Hernandez	
Title: Courty July-	Title: Associate Director	
Date: 07-14-2016	Date: 6/23/16	