

CONTRACT



Vendor ID 0000169911
Cellco Partnership
PO Box 15062
Albany NY 12212-5062
USA

Contract ID 0000000000000000000014825	Page 1 of 3
Contract Dates 03/26/2009 to 03/31/2011	Origin CPS
Description: CPS- VERIZON WIRELESS SERVICE	Contract Maximum \$999,999.00
Buyer Name McIntyre,John	Buyer Phone Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9210	VERIZON WIRELESS CELLULAR SERVICE AND EQUIPMENT AS SPECIFIED IN FSS-GS-35F-0119P	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS WRITTEN UNDER THE PROVISIONS OF VSA TITLE 29, CHAPTER 49, PARAGRAPH 903A. IT IS WRITTEN FOR A PERIOD OF 24 MONTHS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL 12 MONTH PERIODS PROVIDED A GSA CONTRACT IS IN EFFECT. IF THE GSA CONTRACT ON WHICH THIS CONTRACT IS BASED IS CANCELED FOR ANY REASON, THEN THIS CONTRACT WILL ALSO BE CANCELED. ITEMS NOT INCLUDED UNDER THE GSA PRICE SCHEDULE CAN NOT BE PURCHASED

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

FEDERAL SUPPLY SCHEDULE # GS-35F-0119P IS ALSO ATTACHED.

ATTACHMENT "C" STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS IS MODIFIED AS FOLLOWS FOR CONTRACT #14825. PARAGRAPH 9 "REQUIREMENT TO HAVE A SINGLE AUDIT". THE FOLLOWING SENTENCE IS ADDED - VERIZON WIRELESS REQUEST THAT THE STATE NOTIFIES VERIZON WIRELESS WHEN THEY INTEND TO PERFORM THEIR SINGLE AUDIT REQUIREMENT.

ATTACHMENT "C" STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS IS MODIFIED AS FOLLOWS FOR CONTRACT #14825. PARAGRAPH 10- IS CHANGED TO READ AS FOLLOWS - RECORDS AVAILABLE FOR AUDIT: THE PARTY WILL MAINTAIN ALL SERVICES AND BILLING HISTORY AND MAKE THEM AVAILABLE AT REASONABLE TIMES DURING THE PERIOD OF THE AGREEMENT AND FOR THREE YEARS THEREAFTER FOR INSPECTION BY ANY AUTHORIZED REPRESENTATIVES OF THE STATE OR FEDERAL GOVERNMENT. IF ANY LITIGATION, CLAIM, OR AUDIT IS STARTED BEFORE THE EXPIRATION OF THE THREE YEAR PERIOD, THE RECORDS SHALL BE RETAINED UNTIL ALL LITIGATION, CLAIMS, OR AUDIT FINDINGS INVOLVING THE RECORDS HAVE BEEN RESOLVED. THE STATE, BY ANY AUTHORIZED REPRESENTATIVE, SHALL HAVE THE RIGHT AT ALL REASONABLE TIMES TO INSPECT OR OTHERWISE EVALUATE THE SERVICES PERFORMED OR BEING PERFORMED UNDER THIS AGREEMENT.

ATTACHMENT "D" - STATE OF VERMONT COMMODITY PURCHASE TERMS AND CONDITIONS - PARAGRAPH 5 - ORDER OF PRECEDENCE FOR CONTRACT #14825 IS CHANGED TO READ AS FOLLOWS - THE ORDER OF PRECEDENCE FOR DOCUMENTATION WILL BE GSA-FSS CONTRACT # GS-35-0119P, STATE OF VERMONT STANDARD CONTRACT FORM AND ATTACHMENTS, THE BID DOCUMENT AND ANY AMENDMENTS, AND THE VENDOR'S RESPONSE AND ANY AMENDMENTS.

SCOPE OF CONTRACT: THIS CONTRACT COVERS THE PURCHASE OF WIRELESS CELLULAR SERVICES AND EQUIPMENT

CONTRACT PERIOD: THE CONTRACT PERIOD IS 24 MONTHS . STARTING MARCH 26, 2009 TO MARCH 31, 2011. TWO OPTIONAL 12 MONTH RENEWAL PERIODS ARE AVAILABLE.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
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PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED. TO ORDER SERVICES OR EQUIPMENT CONTACT MS. SANDRA HOMMEL AT 802-318-7671 OR Sandra.Hommel@Verizonwireless.com.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

NO TAXES, FEES, CHARGES, OR ADDITIONAL LINE ITEMS THAT WERE NOT SPECIFICLY IDENTIFIED IN THE VENDORS FSS AGREEMENT # GS-35F-0119P WILL BE ALLOWED, OTHER THAN THE 911 FEE. THE STATE OF VERMONT IS EXEMPT FROM PAYING THE VERMONT STATE AND LOCAL SALES AND USE TAX, AND IS PROHIBITED FROM PAYING FEDERAL EXCISE TAX. THE FOLLOWING FEES AND CHARGES, AND ANY OTHER ADDITIONAL ITEMS OF VARIOUS POSSIBLE NAMES THAT ARE NOT SPECIFICLY LISTED AND DETAILED AS PART OF GS-35F-0119P WILL NOT BE ALLOWED (INCLUDING BUT NOT LIMITED TO THE FOLLOWING).

- VOICE MAIL FEE,
- ROAMING ADMINISTRATION FEE,
- ADMINISTRATIVE CHARGE
- VERMONT STATE TAX
- FEDERAL EXCISE TAX
- FRAUD PROTECTION CHARGE

ALLOWABLE CHARGES ,TAXES, AND FEES: NO TAXES, FEES, CHARGES, OR ADDITIONAL LINE ITEMS OTHER THAN THOSE SPECIFICLY IDENTIFIED IN THE VENDORS FSS AGREEMENT # GS-35F-0119P OR LISTED BELOW WILL BE ALLOWED .

- REGULATORY CHARGE
- FEDERAL UNIVERSAL SERVICE FEE
- 911 FEE
- STATE UNIVERSAL SERVICE FEE

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JOHN McINTYRE
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
john.mcintyre@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____