

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS EQUIPMENT AND SERVICES
VERIZON WIRELESS
MASTER PRICE CONTRACT
CONTRACT #7-10-70-16
Amendment #5**

1. Scope:

This Participating Addendum is between the State of California and Verizon Wireless.

This Participating Addendum covers the purchase of Wireless Services and Equipment for all State departments and may include all California political subdivisions/local governments. "State department" for the purpose of this participating addendum refers to any entity of the executive branch of California government including, but not limited to agency, department, board, commission, office, association or institution. A "California political subdivision/local government" is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations. Eligible Entity for the purpose of this participating addendum, unless otherwise specified includes State departments and California political subdivision/local governments as defined above.

The California participating addendum for wireless services and equipment is designed to take advantage of the WSCA Nevada volume purchasing to develop a wireless (voice and data) services and equipment offering unique and specific to the California State's wireless business needs with respect to lowest costs and optimum operational efficiencies.

The State of California Pricing offering in Attachment 1, specifically the Plans and Features, is being offered based on the State of California (state and local subscribers) maintaining 150,000 active/billing lines in service with Verizon Wireless under this Participating Addendum, which includes lines of service from the former California Wireless contract #1S-05-58-02. The number of active/billing lines of service is comprised of both State and Local government liable (government paid) subscribers purchasing under this State of California WSCA Participating Addendum.

If the number of active/billing lines in service with Verizon Wireless falls below 150,000 for three consecutive months, this Participating Addendum will remain in full force and effect, but the special State of California pricing in Attachment 1 will no longer be available to new lines of service. Lines of service already on the special State of California pricing will be permitted to stay on that pricing, and new lines of service will be able to use standard WSCA pricing if then permitted by the State of California.

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN VERIZON WIRELESS AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, VERIZON WIRELESS AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. VERIZON WIRELESS, AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES. THE ARRA SUPPLEMENTAL TERMS AND CONDITIONS ARE LOCATED AT:
[HTTP://WWW.DOCUMENTS.DGS.CA.GOV/PD/POLIPROC/ARRATAND%20C021009FINAL.PDF](http://www.documents.dgs.ca.gov/pd/poliproc/arratand%20C021009FINAL.PDF)

2. Leasing

Not Applicable.

3. Terms and Conditions:

For changes under this Participating Addendum by any Eligible Entity listed in Section 1, Scope, the following Changes apply:

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- a. The California General Provisions (CAGP) (GSPD-401IT General Provisions-Information Technology based on June 8, 2010 standard) for Western States Contracting Alliance (WSCA) contract for wireless equipment and services as attached become a part of this Participating Addendum.
- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA Nevada, WSCA Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets; except as follows:
- Section 26 Limitation of Liability, Sub-section (d) (GSPD-401IT General Provisions)
Add: In no event shall Verizon Wireless be liable for users' inability to access 911 or E911 service
- c. Verizon Wireless response to the Department of General Services (DGS) Request for Offer (RFO) #DGS-1070 together with its exhibits and/or addendum as referenced is incorporated in its entirety.
- d. Nevada, WSCA Master Price Agreement number 1907 changed for California to Contract Number 7-10-70-16.
- e. Order of Precedence:
To the extent of a conflict in terms between the WSCA Master Price Agreement and this Participating Addendum, the following descending order of precedence shall apply:
- Participating Addendum
 - Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s) and the WSCA Wireless Providers Responding Offer
 - Attachment #1, Pricing Worksheet Rev. 2 dated 12-9-11 in its entirety. Current Pricing Worksheet is incorporated via this amendment and contract supplement; all further Pricing Worksheet changes will be accomplished via contract supplement only.
 - Nevada, WSCA Master Price Agreement number 1907
- f. DGS Termination of Contract:
The State may terminate this contract at any time upon 30 days prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.
- g. Reports & Administrative Fee:
All reports and administrative fees associated with this Participating Addendum will be provided in accordance with the State's Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s) and the WSCA Wireless Providers Responding Offer

The administrative fee check and report should be submitted to the following address:

Eileen Tardiff, Wireless Contract Administrator
Contracts Management Unit #2
Procurement Division

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Department of General Services 707 Third Street, 2nd Floor, MS #2-201
West Sacramento, CA 95605-2811

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- h. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division
Contracts Management Unit #2
707 Third Street, 2nd Floor, MS # 2-201
West Sacramento, CA 95605

Contact: Eileen Tardiff
E-mail: eileen.tardiff@dgs.ca.gov
Phone: (916) 375-4463
Fax: (916) 375-4522

- i. The primary Verizon Wireless Customer contact for this Participating Addendum is as follows:

Verizon Wireless

Address: 2795 Mitchell Drive
Walnut Creek, CA 94598
Contact: Chris Rock, National Accounts Manager
E-Mail: Chris.Rock@VerizonWireless.com
Phone: 916 599-3003
Fax:

Secondary Contacts:
Contact: Adrianne.Koehler, Downie Associate Director
E-mail: Adrianne.Koehler@VerizonWireless.com
Phone: 916-357-24950
Contact: Elizabeth Brownson, Director
E-Mail: Elizabeth.Brownson@VerizonWireless.com
Phone: 925 279-6420

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j. Price Agreement Number:

The Master Price Agreement number for the Participating State is CA Contract Number 7-10-70-16. The Master Price Agreement Number MUST be shown on all purchase documents issued against this Master Price Agreement.

This Addendum, Verizon Wireless's response to the Department of General Services Request for Offer #DGS-1070 together with its exhibits and/or addendum(s) and the Price Agreement together with its exhibits and/or amendments, 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, Verizon Wireless's response to the DGS/PD RFO #DGS-1070 together with its exhibits and/or amendments, and the Price Agreement and its exhibits and/or amendments shall not be added to or incorporated into this Addendum, DGS/PD RFO #DGS-1070 with its exhibits and/or addendum(s) or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum, Verizon Wireless's response to the DGS RFO #DGS-1070 and its exhibits and/or amendments and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

k. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

This Participating Addendum supersedes and replaces all previous addendums with respect to the subject matter hereof.

l. Servicing Subcontractors:

The Contractor, at this time, will not be using subcontractors to provide any products or services.

m. State Departments – Specific Purchasing Guidelines

State departments are restricted from acquiring any service plans, features and/or equipment beyond those identified on the attached pricing worksheets incorporated into this participating addendum.

n. California political subdivision/local government – Specific Purchasing Guidelines

The WSCA/WP will afford the opportunity to California political subdivisions/local governments to acquire any service plans, features and/or equipment identified on the attached Pricing Worksheets incorporated into this Participating Addendum. California political subdivisions/local governments, at their option, will be afforded the opportunity to continue with the existing plans, or acquire all other products and services provided by the WSCA-Nevada offerings. The WSCA/WP agrees to provide all reports required by the RFO and agreed to by the WSCA/WP in its RFO response; however, due the Customer Proprietary Network (CPNI) concerns, appropriate consent must be obtained from the departments and agencies included in the reports. In consideration of allowing local government agencies to choose from either (i) the special State of California pricing identified in the Pricing Worksheets incorporated into this Participating Addendum and/or (ii) standard

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WSCA pricing, the parties agree that any line that receives new equipment under a standard WSCA plan must remain on standard WSCA pricing for at least ten (10) months, and may not switch to any Plan offered under State of CA Pricing until at least ten months of its one year individual line term have been completed. In the event any such line switches prior to the expiration of at least ten (10) months of its one year line term, the WSCA/WP will migrate the line back to its original standard WSCA plan. The WSCA/WP is not required to provide notice when it migrates a line back to its original standard WSCA pricing under the terms of this paragraph.

By signing below Verizon Wireless agrees to offer the same products/and or services as on the (the lead state and contract number) at prices equal to or lower than the prices on that contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of California:

By: CC Males for
Name: Jim Butler
Title: Deputy Director
Date: 8-10-12

Contractor Name

By: Todd Loccisano
Name: Todd Loccisano - Executive Director
Title: Enterprise & Government
Contract Management
Date: 7-17-2012