

MA 18P 20110600000000000046
NEW

State of Maine



Master Agreement

Effective Date: 11/06/20

Expiration Date: 06/30/21

Master Agreement Description: Distance Learning Agreement

Buyer Information

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

Issuer Information

Joan Bolduc 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV

Requestor Information

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

Agreement Reporting Categories

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

Vendor Contact Information

John Voross
207-650-0308 ext.
john.voross@verizon.com

Commodity Information

Vendor Line #: 1

Vendor Name: CELLCO PARTNERSHIP

Commodity Line #: 1

Commodity Code: 91575

Commodity Description: Distance Learning Agreement

Commodity Specifications:

Commodity Extended Description: AS PER THE SPECIFICATIONS ATTACHED AND MADE PART OF THIS MA.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	11/06/20	06/30/21
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name:

T&C Details: Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime Schorr 11/23/2020
09C437754DD9460...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:
Todd Loccisano 12/10/2020
0B00E6240B09400...

Signature Date

Todd Loccisano Vice President-Contracting (WLS)

Print Representative Name and Title

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input checked="" type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications

The state currently has a Master Agreement with Verizon Wireless. Verizon Wireless is also offering a significant reduction in wireless services to K-12 State of Maine public schools during COVID-19. They continue to be willing and qualified to service the State of Maine. Department of Education and the school systems can use this agreement to receive the rates attached and hereby incorporated into this contract.

Verizon Wireless agrees to provide Products and Services under the terms of this Agreement provided that there are no less than five thousand (5000) unit activations (each of devices and service plans) under this Agreement (by State and Maine Schools, including those transitioned from the Old Contract) at all times during the term of this Agreement. Should the aggregate unit activations fall below 5000 at any time, State may either purchase a sufficient quantity of unit activations to reach and maintain 5000 unit activations (each of devices and plans), or the activations then in effect for Products and Services Purchased under this Agreement will be moved to a contracted unlimited Data service plan starting at \$39.99. The maximum number of devices that may be activated on the DATA PLAN under this Agreement is limited to 50,000 units.

Term of Agreement: This Agreement term shall commence on the Effective Date, and shall continue until the later of June 30, 2021 and the end of the COVID-19 Declaration of Emergency, as determined by the Governor of the State of Maine. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement.

RIDER C
EXCEPTIONS

NA

VERIZON WIRELESS LIMITED DISTANCE LEARNING AGREEMENT

This Agreement (“Agreement”) is made by and between Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and those of its affiliates providing services under this agreement (“Verizon Wireless” or “Verizon”) and the State of Maine by and through its Department of Administrative and Financial Services (“State”) with Verizon Wireless and State being individually a “Party” and collectively the “Parties.”

WHEREAS, State has launched a Distance Learning Initiative designed to provide wirelessly enabled devices to students in Kindergarten through 12th Grade (“K-12”) Maine public schools (“Maine Schools”) in an effort to continue their education inside and outside of the classroom during the COVID-19 pandemic;

WHEREAS, State previously purchased from Verizon wirelessly enabled devices in furtherance of State’s Distance Learning Initiative;

WHEREAS, State now desires to facilitate the sale by Verizon and continued and additional purchases by State, and the purchase by Maine Schools of wirelessly enabled devices from Verizon Wireless in furtherance of State’s Distance Learning Initiative, and Verizon desires to provide such services and devices under the terms of this Agreement;

WHEREAS, the Products and Services (as defined below) are only being made available to support purchases specifically relating to remote K-12 public schools learning initiatives associated with the COVID-19 pandemic.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties intending to be legally bound hereto agree as follows:

Definitions:

1. **Effective Date:** The date that this Agreement is signed by the last Party to sign below.
2. **Equipment:** Equipment shown in Exhibit A.
3. **Legal Notice:** A formal written communication under this Agreement given by one Party to the other.
4. **Products and Services:** The plans, features, and products and services that Verizon Wireless will provide under this Agreement, as described in this Agreement, including Exhibit A.
5. **Wireless Service:** The “DISTANCE LEARNING” data service and plan further described in Exhibit A.

Term of Agreement: This Agreement term shall commence on the Effective Date, and shall continue until the later of June 30, 2021 and the end of the COVID-19 Declaration of Emergency, as determined by the Governor of the State of Maine. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement.

Purchase and Sale of Products and Services: As of the Effective Date, the Products and Services purchased by the State under that certain Amendment to Contract No. MA 18P 121203 signed by the Parties in April 2020 (“Old Contract”) shall be governed by this Agreement, and the Old Contract shall automatically terminate without further action of the Parties. Verizon Wireless agrees to provide Products and Services under the terms of this Agreement provided that there are no less than five thousand (5000) unit activations (each of devices and service plans) under this Agreement (by State and Maine Schools, including those transitioned from the Old Contract) at all times during the term of this Agreement. Should the aggregate unit activations fall below 5000 at any time, State may either purchase a sufficient quantity of unit activations to reach and maintain 5000 unit activations (each of devices and plans), or the activations then in effect for Products and Services Purchased under this Agreement will be moved to a contracted unlimited Data service plan starting at \$39.99. The maximum number of devices that may be activated on the DATA PLAN under this Agreement is limited to 50,000 units.

Purchases by State or Maine Schools: During the term of this Agreement, State and Maine Schools may purchase Products and Services at the prices listed in Appendix 1 of Exhibit A (subject to the 5000 unit activations discussed above). The State and any Maine School may elect to have Products and Services purchased by the State under the Old Contract or this Agreement transferred to the Maine School such that the Maine School becomes the customer of record under the transferred Products and Services. Maine Schools will be required to execute an Authorized User Agreement in a form substantially similar to Exhibit A, including its appendices, before completing any purchases under this Agreement or becoming the customer of record on any Products and Services purchased by the State. Any purchases by State under the Old Contract and this Agreement will also be subject to the terms of Exhibit A, which are deemed to apply to any such purchases by the State by this reference. Verizon Wireless acknowledges and agrees that State shall have no liability whatsoever to Verizon Wireless relating to purchases made by Maine Schools under the terms of this paragraph. State acknowledges and agrees that Verizon Wireless shall have no liability whatsoever to State relating in any way to purchases made by the Maine Schools under the terms of this paragraph. Any terms or conditions included in a purchase order that conflict with or supplement the terms of this Agreement are null and void. Reselling of Products or Services is not permitted.

State will ensure that Products and Services purchased by State and the Maine Schools under this Agreement will only be used to support Maine Schools specifically relating to remote learning initiatives associated with the COVID-19 pandemic, and that they are not used for non-educational purposes or access to the open Internet. If it is determined that the Products and Services are being used outside the scope stated in the immediately preceding sentence, Verizon Wireless reserves the right, without liability or right of refund, to terminate services, to reset the pricing for the devices operating out of scope to a contracted unlimited Data service plan starting at \$39.99 per line per month, retroactive to the date the devices were activated, or to do both.

Representations and Warranties: State represent and warrant to Verizon Wireless that:

1. State has full power and authority to carry out all the transactions contemplated by this Agreement;
2. State has taken all requisite organization action to approve the execution, delivery and performance of this Agreement;
3. This Agreement constitutes a legal, valid and binding obligation enforceable against State in accordance with its terms;
4. Neither the execution or the delivery of this Agreement nor the performance of the transactions contemplated by it will conflict with, or result in any violation or default under, any term of any agreement or law by which State or its actions hereunder are bound; and
5. Any requirement for State or Maine Schools to purchase the Products or Services through competitive solicitation has been duly waived by the appropriate authority.

LIMITATION OF DAMAGES: NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO STATE, OR MAINE SCHOOLS, THEIR AUTHORIZED USERS, EMPLOYEES OR AGENTS, FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF);(3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

Confidentiality: Products and Services pricing provided by Verizon Wireless will be kept 100% confidential and not released publicly in any manner unless otherwise required by law. Release of Products or Services pricing to Maine Schools is exempt

from this Confidentiality provision, provided they are required to comply with this provision.

Assignment: Any assignment requires the Parties' prior written consent, except that Verizon Wireless may assign this Agreement to any affiliate (with an affiliate being an entity that controls, is controlled by, or is under common control with Verizon Wireless) without the consent of State. The Parties agree that this Agreement shall be for the benefit of and binding on our respective successors and permitted assigns.

Force Majeure: Any failure by Verizon Wireless to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond Verizon Wireless's reasonable control.

Notices: Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses:

If to State

**Maine Department of Administrative
and Financial Services**

Contact Name: Justin Franzose

Title: Procurement Analyst II

Address: 111 Sewall Street, 9 SHS, Augusta, ME 04333-0009

If to Verizon Wireless:

Verizon Wireless

Director- Contract Mgmt., State & Local Government

10170 Junction Drive, Floor 02

Annapolis Junction, MD 20701

Governing Law: Both Parties agree that the laws of the State of Maine shall govern the validity, construction and performance of this Agreement.

Waiver; Severability; Survival: No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

Counterparts: Verizon Wireless and State can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.

Entire Agreement: The terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to this subject matter. This Agreement, including any exhibits, schedules, and attachments, supersedes any and all prior agreements and understandings on the subject matter of this Agreement, including the Old Contract. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

Signature Page Follows

SIGNATURES

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.

State of Maine, acting by and through the Department of Administrative and Financial Services:		Cellco Partnership, d/b/a Verizon Wireless	
Signature	<small>DocuSigned by:</small> <i>Jaime Schorr</i>	Signature:	<small>DocuSigned by:</small> <i>Todd Loccisano</i>
	Date: 11/23/2020		Date: 12/10/2020
Printed Name:Jaime Schorr		Printed Name:Todd Loccisano	
Title: .Chief Procurement officer		Title:vice President-Contracting (WLS)	

**EXHIBIT A To
VERIZON WIRELESS LIMITED DISTANCE LEARNING AGREEMENT**

MAINE SCHOOLS AUTHORIZED USER AGREEMENT

This Authorized User Agreement (“Authorized User Agreement”) is dated 11/5/2020 (“Effective Date”) between Cellco Partnership, d/b/a Verizon Wireless (“Verizon Wireless” or “Verizon”) and the State of Maine by and through its Department of Administrative and Financial Services, having its principal place of business at 111 Sewall Street, 9 SHS, Augusta, ME 04333-0009 (“Authorized User”),

WHEREAS, the State of Maine, by and through its Department of Administrative and Financial Services (“State”) entered into a Verizon Wireless Limited Distance Agreement (“Agreement”) with Verizon Wireless to purchase or facilitate the purchase by Maine Kindergarten through twelfth grade (“K-12”) public schools and school districts (“Qualified School”) the products and services described in Appendix 1 hereto (“Products and Services”) at discounted pricing;

WHEREAS, the purchase of the Products and Services are in support of State’s Distance Learning Initiative relating to the COVID-19 Pandemic; and

WHEREAS, Authorized User is a Qualified School desiring to purchase Products and Services (or to become customer of record under Products and Services purchased by State, where applicable) at the prices listed herein.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the parties intending to be legally bound hereto agree as follows:

Term of Agreement: This Agreement term shall commence on the Effective Date. The term shall continue until the end of the COVID-19 Declaration of Emergency, as determined by the Governor of the State of Maine, or such other date mutually agreed upon by Verizon and the State. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement.

Scope of Use. Authorized User shall ensure that Products and Services contemplated by this Authorized User Agreement (purchased by Authorized User hereunder) will only be used to support Qualifying School, and that they are not used for non-educational purposes or access to the open Internet. If it is determined that the Products and Services are being used outside the scope stated in the immediately preceding sentence, Verizon Wireless reserves the right, without liability or right of refund, to terminate services, to reset the pricing of the devices operating out of scope to a contracted unlimited Data service plan starting at \$39.99 per line, per month, retroactive to the date the devices were activated, or to do both.

Mobile Device Management. Authorized User is solely responsible for provisioning the Products and Services with a mobile device management software for compliance with the Children’s Internet Protection Act.

Equipment. All equipment purchased from Verizon under this Authorized User Agreement (or by State for Authorized User under the an Authorized User Agreement) must be placed on the \$15 Unlimited 4G LTE Data for Tablets, Chromebooks, and Mifi Jetpacks (4G) plan (subject further to the requirement to maintain 5000 activations, as discussed in Appendix 1).

No Resale: Absolutely no reselling of Products or Services is permitted.

Authorized Contacts. The individuals listed in the table below have legal authority to complete purchases under this Authorized User Agreement (“Points of Contact”). Unless Authorized User notifies Verizon Wireless in writing, these Points of Contact will have full authority to handle all matters related to this Authorized User Agreement. The person signing this Authorized User Agreement is automatically designated as a Point of Contact.

Authorized Contact Name	Authorized Contact Title	Authorized Contact Phone	Authorized Contact Email
Jaime Schorr	Chief Procurement Officer	207-624-7355	Jaime.C.Schorr@maine.gov
Justin Franzose	Procurement Analyst II	207-624-7337	Justin.Franzose@maine.gov
Page Nichols	Chief of the Office of Innovation	207-624-6692	Page.Nichols@maine.gov
Beth Lambert	Director of Innovative Teaching and Learning	207-624-6642	Beth.Lambert@maine.gov

Authorized User FEIN Number: _____

Verizon Wireless Sales Representative, Name/Phone/GID: _____

Minimum Term: Authorized User will be charged a monthly access of \$15.00 per device, per month, for each month the device is not in service for a minimum of six (6) months.

Monthly Bills: Authorized User's billing and shipping addresses must be in Verizon Wireless's licensed service area. Verizon Wireless will bill Authorized User monthly, and Authorized User is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below). Verizon Wireless generally bills monthly access fees and feature charges for the current month of service, and airtime overage and other usage charges in arrears.

Disputed Charges: Authorized User must dispute any charges within 180 days of the due date of the bill by giving Verizon Wireless written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. Verizon Wireless will make a good faith effort to reconcile the dispute within 60 days of the date of Authorized User's notice.

Payment Terms: Authorized User is required to pay undisputed charges within 30 days of the date of each bill.

Failure to Pay: If Authorized User fails either to make a payment on time or to dispute charges as required, Verizon Wireless may block Authorized User's use of the Product and Service or take action as set forth in the Wireless Service Attachment.

Taxes; Surcharges; Exemptions: If Verizon Wireless is legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then Verizon Wireless will bill Authorized User for those Taxes. Verizon may also pass through regulatory and similar charges assessed by federal, state, and local governments and programs, like the Federal Universal Service Charge and the state equivalent program (collectively "Surcharge"). Taxes and Surcharges may change from time to time. If Authorized User provides Verizon Wireless with an official Tax exemption certificate or with other evidence of exemption that Verizon Wireless finds acceptable, then Verizon Wireless will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, Authorized User asks Verizon Wireless to apply an exemption and the exemption is later found not to apply, Authorized User will be responsible to pay the uncollected Tax, plus interest and any penalties, to the extent permitted by applicable law, regulations and/or ordinances. Verizon Wireless does not issue credits for Taxes billed before Verizon Wireless receives evidence of exemption.

Wireless Service Attachment. Use of all Products and Services is subject to the additional terms provided under the Wireless Service Attachment hereto.

LIMITATION OF DAMAGES: NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL

MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO AUTHORIZED USER, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

Confidentiality: Products and Services pricing provided by Verizon Wireless will be kept 100% confidential and not released publicly in any manner unless required by law.

Assignment: Any assignment requires the Parties' prior written consent, except that Verizon Wireless may assign this Authorized User Agreement to any affiliate (with an affiliate being an entity that controls, is controlled by, or is under common control with Verizon Wireless) without the consent of Authorized User. The Parties agree that this Authorized User Agreement shall be for the benefit of and binding on our respective successors and permitted assigns.

Force Majeure: Any failure by Verizon Wireless to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, or any other cause beyond Verizon Wireless's reasonable control.

Notices: Verizon Wireless will provide notice of most issues related to Authorized User's use of the Equipment, Wireless Service or the Products and Services via mail or e-mail to Authorized User's Point of Contact, or via a message with Authorized User's monthly bill. Any Legal Notice required by this Authorized User Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses

If to Authorized User:

Authorized User

Contact Name: Justin Franzose

Title: Procurement Analyst II

Address: 111 Sewall Street, 9 SHS, Augusta, ME 04333-0009

If to Verizon Wireless:

Verizon Wireless

Director- Contract Mgmt., State & Local Government

10170 Junction Drive, Floor 02

Annapolis Junction, MD 20701

Governing Law: Both Parties agree that the laws of the State of Maine shall govern the validity, construction and performance of this Authorized User Agreement.

Waiver; Severability; Survival: No provision of this Authorized User Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Authorized User Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Authorized User Agreement invalid, illegal or unenforceable, the remaining provisions of this Authorized User Agreement shall remain in full force and effect. Termination of this Authorized User Agreement shall not affect either Party's accrued rights or obligations under this Authorized User Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Authorized User Agreement has ended.

Counterparts: Verizon Wireless and Authorized User can each execute a counterpart version of this Authorized User Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Authorized User Agreement shall be deemed, and shall have the same legal effect as, an original document.

Entire Agreement: The terms and conditions of this Authorized User Agreement, including those of Appendices 1 and 2,

constitute the entire agreement between the Parties with respect to this subject matter. This Authorized User Agreement, any exhibits, schedules, and attachments, and appendices (including Appendices 1 and 2) supersedes any and all prior agreements and understandings on the subject matter of this Authorized User Agreement. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Authorized User Agreement. This Authorized User Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

The undersigned for Authorize User is duly authorized by the Authorized User to designate the “Authorized Contacts” (as provided above), who are authorized to take action with respect to the account established 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 User to the terms and conditions of this Authorized User Agreement.

SIGNATURES

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Authorized User Agreement have been duly authorized by all necessary action; and (c) the person signing this Authorized User Agreement on its behalf of its organization and bind it to this Authorized User Agreement.

Authorized User: <small>DocuSigned by:</small>		Cellco Partnership d/b/a Verizon Wireless <small>DocuSigned by:</small>	
Signature: <i>Jaime Schorr</i> <small>6D6437754DD0459...</small>	Date: 11/23/2020	Signature: <i>Todd Loccisano</i> <small>CD86E5219D09460...</small>	Date: 12/10/2020
Printed Name:jaime Schorr		Printed Name:Todd Loccisano	
Title: .Chief Procurement Officer		Titlevice President-Contracting (WLS)	

Appendix 1 To Authorized User Agreement

DATA PLAN:

Custom 4G Unlimited Machine-to-Machine Plan – COVID 19 Distance Learning

Government Liable Subscribers Only on Customer Provided Equipment

The plan below reflects the monthly access charge and no additional discounts apply.

Monthly Access Fee	\$15.00
Domestic Data Allowance	Unlimited
NOTE: Coverage includes the Verizon Wireless 4G network. Data usage on this rate plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event of network congestion data usage on a line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business/educational applications, video applications will stream at 480p. Only 4G LTE devices approved for use on Verizon Wireless’ network can be activated on this plan. This plan is available until the Coronavirus (COVID-19) Pandemic National Emergency has been lifted. Customer Provided Equipment is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless.	

Authorized User will be charged a monthly access of \$15.00 per device, per month, for each month a device activated hereunder is not in service for a minimum of six (6) months.

The Data plan pricing provided above is only available if State and Maine Schools purchasing under contracts created pursuant to, or on the basis of pricing provided in the Verizon Wireless Limited Distance Learning Agreement between Verizon Wireless and the State of Maine (by and through its Department of Administrative and Financial Services), maintain 5,000 unit activations in the aggregate under those contracts as provided in that agreement, or the pricing must be moved to a contracted unlimited Data service plan starting at \$39.99 per line, per month.

EQUIPMENT OFFERING(S):

- Verizon 900L/900LS Jetpack or comparable device is available for \$60.00 per device ;
- Verizon 8800L Jetpack or comparable device is available for \$149.99 per device;
- If additional devices (only Chromebooks, Tablets, or MiFis are allowed) are needed, only equipment purchased from Verizon hereunder or from original equipment manufacturers (OEM) may be afforded the pricing under this modification. Devices purchased from OEMs must be certified for use on the Verizon Wireless network.

OPTIONAL OFFERING(S):

The following solution exhibits are Optional Offering(s). These solutions are recommended by Verizon Wireless to provide filtering, security, and compliance functionalities. Please work directly with your Verizon Wireless Account Manager for ordering and implementation.

Verizon Wireless Private Network (Private Network) is a comprehensive solution that joins wireless devices to the organization’s internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.

- Controlling which wireless devices can connect to the network.
- Controlling which network resources the wireless devices and machines can access.
- Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage,

speed and reliability of Verizon Wireless. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.

**Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA)
Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]**

The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.

Mobile Broadband and metered data plans or features only

Configuration	Cost			
Per Account FES Connect Set-Up (One time fee)	\$1500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One time fee)	Waived	\$250.00	\$250.00	Waived

DMNR or SBA (Per build)

\$250.00 (Adding to existing Private Network Only)

Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.

Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.

Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.

Verizon Mobile Device Management (MDM): Distance Learning Subscribers

These calling features reflect the monthly access charge discount. No additional discounts apply.

Verizon MDM Feature	Access Fee
Enterprise Firmware Over the Air (FOTA) Management ¹	\$0.00
Device Diagnostic ²	\$0.99/device per month
Broadband Management ³	\$0 /device per month or \$15/device per year
Unified Endpoint Management	\$1.00/device per month or \$10/device per year

Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options. VzMDM supports select devices and operating systems and may require installation of a software agent. VzMDM features are ordered and billed separately; however, all supported options will appear and cannot be blocked. The Verizon MDM portal is a cloud-based system and accessed via an Internet Browser. 1 Enterprise Firmware-over-the-Air (eFOTA) Management supports Android devices, including Jetpacks and USB devices. 2 Device Diagnostics supports Android devices on OS 4.0 and higher, Apple iOS 8.0 and higher, excluding Google Pixel/Nexus devices. 3 Broadband Hotspot Management (BBHS) currently supports the 5G M1000, MHS 900L, MHS 900LS, MiFi 8800L, Orbic Speed, MiFi 7730L, AC791L, Jetpack 6620L, BPC-100 (Business Phone Connect), and USB730L. 4 Unified Endpoint Management (UEM) requires smartphones and Tablets to be under supervision with their respective device enrollment programs, prior to managing device configurations from the VzMDM's customers' instance.

Asavie Moda**Government Distance Learning Customers Only****The price below reflects the month!**access discounts. No additional **discounts a**

Description	SKU Name	Plan ID	Minimum Order Quantity	Annual	Monthly
'Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual) 677971 (Monthly)	1 +	\$42.00	\$3.50

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

'Asavie Moda for MPN Gov Customers - **Does** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditions and can be viewed here: <https://support.moda.us.asavie.com/About/eulaareement-government.htm>. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

APPENDIX 2
To Authorized User Agreement
WIRELESS SERVICE ATTACHMENT

This Wireless Service Attachment to the Authorized User Agreement (the "Wireless Service Attachment") sets forth additional terms and conditions specific to Wireless Services to be provided by Verizon Wireless to Authorized User hereunder, and is made part of the Authorized User Agreement. Any capitalized but undefined terms used in this Wireless Service Attachment shall have the meanings given such terms in the Authorized User Agreement.

Authorized User and Verizon Wireless agree that: (i) except to the extent expressly provided otherwise in this Wireless Service Attachment, all of the terms and definitions of the Agreement and the Authorized User Agreement are applicable to Authorized User's use of the Wireless Service and are incorporated by reference into this Wireless Service Attachment and into any related exhibit, attachment, or schedule, and (ii) the Parties do not intend to modify the terms and conditions of the Authorized User Agreement except as applicable to the Wireless Services hereunder.

1. Definitions: The definitions in the Authorized User Agreement are incorporated herein by reference.

2. Line Term and Termination

2.1. Failure to Pay: If Authorized User fails either to make a payment on time or to dispute charges as required under the Authorized User Agreement, Verizon Wireless may upon notice suspend or terminate Wireless Service to some or all of Authorized User's M2M Lines or deny any new line activations.

2.2. Termination of Agreement: Verizon Wireless may at its sole discretion continue to provide Wireless Service to any M2M Lines still active after the Authorized User Agreement has been terminated, but Verizon Wireless may remove any custom Products and Services, and other benefits of the Authorized User Agreement. Any continuation of Wireless Service is subject to the terms and conditions of the Authorized User Agreement and any Attachments on a month-to-month basis until such Wireless Service is terminated by providing the other Party with 30 days' prior Legal Notice

3. Rates and Charges: The rates and charges, the, data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each M2M Line are determined by the Products and Services that Authorized User selects for each line. Verizon Wireless may offer Authorized User custom Products and Services, the terms and conditions of which are described in the Agreement and the Authorized User Agreement. Some Products and Services may have restrictions on the type of Equipment that can be used with them. Unless Authorized User directs Verizon Wireless to switch the plan or feature, Verizon Wireless will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. Verizon Wireless may, however with 30 days' prior written notice, change rates, charges and fees, such as charges for options, features, and applications. If a line of Wireless Service is no longer under a Line Term, or if Authorized User changes or upgrades Equipment, or assumes liability for another line of Wireless Service, Authorized User will have to change to current Products and Services for that line. It may take us up to 90 days to implement this Authorized User Agreement.

4. Equipment

4.1. Equipment Purchased from Verizon Wireless: Authorized User may purchase Equipment from Verizon Wireless at a discount, subject to the requirements for such discount. Equipment and accessories cannot be purchased at discounted prices for the purpose of resale. Authorized User must activate any discounted Equipment on Verizon Wireless's network within 30 days of receipt. Inappropriate reselling of discounted Equipment or accessories is considered a breach of the Authorized User Agreement and this Attachment. Violation of this section may, in the sole discretion of Verizon Wireless, result in the (a) limitation or discontinuance of the sale of Equipment at a discount; (b) termination of M2M Lines; (c) termination of the Authorized User Agreement upon Legal Notice; (d) charging of the difference between the discounted price Authorized User paid and the full retail price of the Equipment; and (e) pursuit of such other legal or equitable remedies.

4.2. Shipping; Risk of Loss; Acceptance: Title and risk of loss pass to Authorized User, and acceptance occurs, when Authorized User receives the Equipment at the address designated on an order. Verizon Wireless may charge Authorized User for shipping. Verizon Wireless will ship Equipment to Authorized User within five business days of receipt of an order, subject to availability. Authorized User may exchange any Equipment or return it for a refund within 30 days from acceptance.

4.3. Equipment Purchased from Original Equipment Manufacturer (OEM): Authorized User may activate

Equipment that Authorized User purchases from OEMs, but that Equipment must be on Verizon Wireless' approved Equipment list when Authorized User activates them. OEMs establish their own legal terms for the sale of Equipment, and Verizon Wireless has no control over their charges, terms or return policies. Verizon Wireless is not responsible for any claims related to such OEM Equipment or Authorized User's use of them. Equipment that Verizon Wireless has not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner Authorized User does not intend, and may attempt to continue to register on Verizon Wireless's network after termination. Such activities may result in additional charges for which Authorized User will be responsible.

4.4. Only Equipment purchased from Verizon Wireless under the Authorized User Agreement or directly from OEMs may be placed on the Data Plan.

4.5. Lost or Stolen Equipment: If Authorized User loses Equipment or it is stolen, Authorized User may request that Verizon Wireless suspend service and billing to the affected M2M Line for up to 30 days. Until a suspension begins, Authorized User is still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.

5. Wireless Service Availability: Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Verizon Wireless's network. In some areas, Wireless Service may be provided by a third-party roaming carrier. Authorized User must activate Equipment within the areas served by Verizon Wireless's owned and operated network. Verizon Wireless reserves the right to terminate any M2M Lines that roam permanently on a third-party carrier's network. Authorized User's lines that are in a fixed location must always be within the areas served by our owned and operated network.

6. Use of Wireless Service and Equipment; MTNs; SIMs: In order to protect Verizon Wireless's network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines, deny activation of new lines or, upon Legal Notice, may terminate the Authorized User Agreement, if Authorized User uses the Wireless Service or Equipment (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Authorized User shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. Verizon Wireless will assign one mobile telephone number ("MTN") to each line. Authorized User can port a MTN to another carrier, but Authorized User does not have any property right in the MTN. Verizon Wireless may change, reassign or eliminate a MTN upon reasonable notice to Authorized User under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Equipment requires a Subscriber Identity Module ("SIM") card provided by Verizon Wireless, Verizon Wireless owns any intellectual property or software on the SIM card at the time of delivery.

7. No Reselling or Purchases by Third Parties: Unless Verizon Wireless agrees in writing, Authorized User cannot resell the Products and Services, or Wireless Service or bundle the Wireless Service with or embed it into products or services that Authorized User provides to its own customers or to any third parties. No third party, including Authorized User's agents, contractors, vendors, distributors, franchisees or contract employees, is permitted to purchase Equipment, Wireless Service, or Products and Services under this Authorized User Agreement. Verizon Wireless may terminate Authorized User's M2M Lines and, upon Legal Notice, may terminate this Authorized User Agreement and pursue any other available remedies if Authorized User violates this section.

8. DISCLAIMER OF WARRANTIES: VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, AUTHORIZED USER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO AUTHORIZED USER BY THE EQUIPMENT MANUFACTURER.


Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Clifton Miller Jr.	Title: Director - Contract Management
Authorized Signature:  <small>7320C9CE2851447...</small>	Date: November 16, 2020

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/DOE			
Department Contract Administrator or Grant Coordinator:		Justin Franzose/Page Nichols			
(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:		Cellco Partnership d/b/a Verizon Wireless			
Brief Description of Goods/Services/Grant:		Wireless Equipment and Carrier Services for remote learning			

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	x	L. Other Authorization – COVID

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 a Master Agreement with Verizon Wireless. Verizon Wireless is also offering a significant reduction in wireless services to at-home learners due to the pandemic. They continue to be willing and qualified to service the State of Maine. DOE and the school systems can use this agreement to receive these rates.

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.


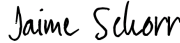
3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

All pricing is below commercial pricing. DOE and school systems can choose to use this or any other carrier services they feel meets their requirements.

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

These rates are in effect during the pandemic. DOE will work with Verizon Wireless after that for any changes to the agreement if necessary.

PART IV: APPROVALS

Signature of requesting Department's Commissioner (or designee):	<i>By signing below, I signify that I approve of this procurement request.</i>		
			
Printed Name:	Daniel A Chuhta	Date:	11/3/2020
Signature of DAFS Procurement Official:	<small>DocuSigned by:</small> 		
	<small>606437754000459...</small>		
Printed Name:	Jaime Schorr	Date:	11/5/2020

Certificate Of Completion

Envelope Id: AB57DA2A03F44B56942A83CD497E7391	Status: Completed
Subject: Please DocuSign This Document	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Daniel A. Chuhta
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Daniel.Chuhta@maine.gov
	IP Address: 64.207.219.7

Record Tracking

Status: Original	Holder: Daniel A. Chuhta	Location: DocuSign
11/3/2020 9:23:11 AM	Daniel.Chuhta@maine.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Maine Department of Education	Location: DocuSign

Signer Events

Signature	Timestamp
Daniel A. Chuhta	Sent: 11/3/2020 9:23:13 AM
Daniel.Chuhta@maine.gov	Viewed: 11/3/2020 9:23:34 AM
Deputy Commissioner	Signed: 11/3/2020 9:23:58 AM
Maine Department of Education	Freeform Signing
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image
	Using IP Address: 72.231.250.95

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	11/3/2020 9:23:13 AM
Certified Delivered	Security Checked	11/3/2020 9:23:34 AM
Signing Complete	Security Checked	11/3/2020 9:23:58 AM
Completed	Security Checked	11/3/2020 9:23:58 AM

Payment Events

Status

Timestamps