

STATE OF ILLINOIS CONTRACT RENEWAL

Department of Innovation and Technology
JPMC Verizon Wireless Voice, Data, Equipment
CMS793372P

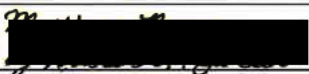
The undersigned Agency and Vendor, CELLCO PARTNERSHIP DBA VERIZON WIRELESS, (the Parties) agree that the following shall renew the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Renewal to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Cellco Partnership d/b/a Verizon Wireless	Address: One Verizon Way, Basking Ridge, NJ 07920
Signature:  DocuSigned by: GD86E6219D89488...	Phone: 217-836-9229 (Sales)
Printed Name: Todd Loccisano	Fax: 240-280-3686
Title: VP – Contract Management	Email: Provided in attached Contacts List.
Date: September 29, 2022	

STATE OF ILLINOIS

Procuring Agency: Innovation and Technology	Phone:
Street Address: 120 West Jefferson Street	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 9/30/2022
Printed Name: Jennifer Ricker	by Jenifer L. Johnson, Chief of Staff
Official's Title: Secretary	
Legal Signature: 	Date: 9/30/22
Legal Printed Name: Matthew Runyen by Kristen L. Sweat	
Legal's Title: General Counsel by Deputy General Counsel	
Fiscal Signature: 	Date: 9/30/22
Fiscal's Printed Name: Mary Feagans	by DoIT Comptroller Christa Bull

Reviewed as to legal
clause sufficiency:
ALM 9/29/2022

Fiscal's Title: Acting Chief Fiscal Officer		
STATE USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS
BB# 23-448DOIT-TELEC-R-142688	Project Title MC Verizon Wireless Voice, Data, Equipment	
Contract # CMS793372P	Procurement Method (IFB, RFP, Small, etc): RFP	
IPB Ref. #	IPB Publication Date:	Award Code: B
Subcontractor Utilization? ☐ Yes ☐ No	Subcontractor Disclosure? ☐ Yes ☐ No	
Funding Source	Obligation #	
CPO 33 – General Counsel Approval:		
Signature	Printed Name	Date

1. **DESCRIPTION OF CONTRACT BEING RENEWED:** The Illinois Department of Innovation and Technology (DoIT) and CELLCO PARTNERSHIP DBA VERIZON WIRELESS are renewing Contract # CMS793372P for wireless voice (including push-to-talk/direct connect/walkie-talkie service), data airtime services, and wireless equipment. This is the final three (3) year renewal option. This is a joint purchase master contract ("JMPC") available to all governmental units and/or qualified not-for-profit agencies in Illinois.
2. **TERMS AND CONDITIONS:** This Renewal is on the same terms and conditions as the Contract being renewed except as changed and described herein. Specifically, the Contract is amended as follows:

The following clauses are added to **Section 4.10 Indemnification and Liability:**

4.10.1 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: Vendor shall ensure the security, storage, and integrity of the State's content, data, computers, networks, and systems (which may include the use of encryption technology to protect the State's content and data from unauthorized access). Notwithstanding anything to the contrary in this contract, to the extent that Vendor experiences or causes an information breach or security incident that impacts the State's data, content, computers, systems, or networks, Vendor shall immediately notify the State and will use best efforts to immediately remedy any such breach or incident, and to prevent any further breach or incident, at Vendor's expense, in accordance with applicable privacy rights, laws, regulations, policies, and standards, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall reimburse the State for any and all reasonable costs incurred by the State in responding to, and mitigating damages caused by, any such breach or security incident, including all costs of notice and/or remediation.

4.10.2 DATA LOSS AND DAMAGE TO STATE COMPUTER SYSTEMS: Vendor shall adhere to all indemnification and liability obligations stated in this Contract and will remain liable where any damage or impairment to the State's computers, systems, and networks, or any loss or corruption of the State's data or content, is due to Vendor's negligent or intentional acts and omissions. Further, Vendor shall reimburse the State for any and all reasonable costs incurred by the State in restoring such data, content, computers, systems, or networks.

Section 4.19 Notices is replaced in its entirety with the following:

4.19 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery or via courier (UPS, Federal Express or other similar and reliable carrier). Notices to Vendor and Notice to the State not sent via electronic mail shall be sent using the contact information as provided with the signatures. Notices to the State via electronic mail shall be sent as described in the contract list, titled SOI and Vendor Contacts for Notifications, which is attached to this Contract Renewal and may be updated from time to time by the State with notice to Verizon. All legal notices sent by electronic mail to DoIT pursuant to this Contract or as required by this Contract, shall include the DoIT General Counsel, at DoIT.GeneralCounsel@illinois.gov. Notices to the Vendor via electronic mail shall be sent as described in the contract list, titled SOI and Vendor Contacts for Notifications, which is attached to this Contract Renewal and may be updated from time to time by the Vendor with notice to the State. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

The following is a new Section 4.28:

4.28 COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Orders 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

3. **RENEWAL TERM:** This RENEWAL shall begin October 3, 2022 and shall run through October 2, 2025.
4. **COSTS:** Pricing for the products and services included in the Contract during the first renewal term shall remain unchanged. Pricing for products and services added with this second Contract renewal are provided in the revised comprehensive State of Illinois Pricing Catalog attached to this Contract renewal.
5. **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$N/A without a formal amendment.
6. **SUBCONTRACTORS:** Will subcontractors be utilized? ☒ Yes ☐ No

As also provided in the Utilization Plan attached to this renewal, the Business Enterprise Program (BEP) and Veteran Small Business (VSB) certified vendor goals only apply to Dollars Subject to the Goal (amount remaining after exemptions are subtracted), which the State, including the Department of Innovation and Technology (DoIT), the BEP Council, and the Council on Equity and Inclusion, determined is eight percent (8%) of the total DoIT purchases during the Second Renewal, with remaining amounts being exempt from the Dollars Subject to the Goal. At the time of the Second Renewal, the estimated Dollars Subject to the Goal is three million two hundred thousand Dollars (\$3,200,000), which is eight percent (8%) of the total estimated DoIT purchases (\$40M) during the Second Renewal. The total required BEP and VSB spend during the Second Renewal is accordingly estimated at \$704,000 (22% of Dollars Subject to the Goal) and \$96,000 (3% of Dollars Subject to the Goal) respectively.

The above estimates of \$40M, \$3.2M, \$704,000, and \$96,000 are included for illustration purposes only, and the BEP and VBP subcontracting goals of 22% and 3% respectively apply to Dollars Subject to the Goal (as defined above) based on the actual amount of total DoIT purchases during the Second Renewal.

Subcontractors Added or Continuing during Third Renewal Period

- Subcontractor Name: ARQ LLC, d/b/a ARQ

Amount to be paid: 15% of Dollars Subject to the Goal.

Address: 3002 Dow Avenue, Suite 416, Tustin, California 92780

Description of work: Professional services and equipment relating to cellular coverage enhancement in State-owned or occupied buildings.

- Subcontractor Name: Fidelity Print Communications

Amount to be paid: 5% of Dollars Subject to the Goal