

**AMENDMENT 4
TO
MASTER SERVICE AGREEMENT
BY AND BETWEEN
VERIZON WIRELESS AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**

This Amendment, Number 4 ('Amendment') is entered into and between Verizon Wireless ("Service Provider") having an office at 1 Verizon Way, Basking Ridge, NJ 07920, and the State of Ohio, Department of Administrative Services ('the State'), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215 (jointly referred hereto as the 'Parties') and is effective as of the date signed by the State.

Section 1. Recitals.

- 1.1** WHEREAS, the Parties entered into that certain Master Service Agreement (Agreement) dated August 6, 2009.
- 1.2** NOW THEREFORE, the Parties intend to make certain changes to the Master Service Agreement as Follows"

Section 2. Cost Recovery. Section 13 of the MSA regarding cost recovery is replaced in its entirety with the language below:

The Service Provider must pay a Cost Recovery Fee to the State to cover the estimated costs the State will incur administering this Agreement and the Services offered under it.

The Cost Recovery Fee will be 2% of the total quarterly sales reported under this Agreement to all Subscribing Entities, including all State-level entities and all Cooperative Purchasing Members. The Cost Recovery Fee to be paid to the State will be calculated by multiplying Two percent (2%) times the net access and usage charges invoiced for services under this agreement. Such access and usage charges will include feature charges, equipment and accessory charges. The Cost Recovery Fee is included in the prices reflected on the Service Attachment and the Service Provider may not add a surcharge to orders under this contract to cover the amount of the Cost Recovery Fee. The State will generate notification to the Service Provider via email on the last day of the calendar quarter advising the Service Provider to complete a revenue reporting form provided by the State within 30 days after the close of the quarter. The State may compare the form provided by the Service Provider to information in the State's accounting system, the State's Ordering System, and other records for purposes of verifying the accuracy of the form.

- Examples of calculation of a Cost Recovery Fee:
(Log-In and Password Established for Cost Recovery Contact to Report Sales)

1) (State Entities Only Example)

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	\$ 79,193	\$ 0	\$ 1,584	"Name of Contact"
Q2	\$ 10,392	\$ 0	\$ 208	"Name of Contact"
Q3	\$ 209,105	\$ 0	\$ 4,182	"Name of Contact"
Q4	\$ 74,970	\$ 0	\$ 1,499	"Name of Contact"

2) (State Entities and Cooperative Purchasing Member Sales Example)

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	\$ 79,193	\$ 20,963	\$ 2,003	"Name of Contact"
Q2	\$ 10,392	\$ 4,197	\$ 292	"Name of Contact"
Q3	\$ 209,105	\$ 63,210	\$ 5,446	"Name of Contact"
Q4	\$ 74,970	\$ 1,471	\$ 1,529	"Name of Contact"

3) (Reporting \$0 Sales to both State Entities and Cooperative Purchasing Members)

Note: Reporting still required although sales reported for quarter - \$0

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	\$ 0	\$ 0	\$ 0	"Name of Contact"
Q2	\$ 0	\$ 0	\$ 0	"Name of Contact"
Q3	\$ 0	\$ 0	\$ 0	"Name of Contact"
Q4	\$ 0	\$ 0	\$ 0	"Name of Contact"

The Service Provider must remit to the State the 2% Cost Recovery Fee within 30 days of receipt of the notice from the State by check to the State of Ohio, Office of Information Technology. The check must be made payable to the Treasurer, State of Ohio, and must be sent to the State at the following address:

Department of Administrative Services (for regular mail)

**Department of Administrative Services
L-3686
Columbus, OH 43260-3686**

Huntington National Bank (FedEx, UPS, etc)

**ATTN: L-3686
7 Easton Oval
Columbus, Ohio 43219**

The State will direct the Service Provider to the State's in-house reporting system to enter all reporting information to include all State entity sales as well as Cooperating Purchasing sales. To ensure that the payment is credited properly, the Service Provider must identify the check as a State of Ohio Cost Recovery Fee and reference this Master Service Agreement and the supporting Cost Recovery Report. Credit of the Cost Recovery Fee will begin in the month of execution of this Agreement.

If the full payment of the Cost Recovery fee is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may offset any unpaid cost recovery from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of Cost Recovery. Additionally if the Contractor fails to pay the Cost Recovery in a timely manner, the failure will be considered a breach of this Contract, and the State may terminate this Contract for cause and seek damages to the full extent of applicable Ohio law.

Section 3. Notices. Section 14 regarding address for processing of all notices is revised to the following:

Department of Administrative Services
Office of Information Technology
Enterprise Information Technology Contracts
30 East Broad Street, 39th Floor
Columbus, Ohio 43215
Attn: Enterprise IT Contracts Administrator

Section 4. Add – Executive Order 2011-12K. In consideration of the mutual promises and obligations contained in the Agreement and this Amendment, the parties agree to add language to the Agreement as follows:



JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

**Governing the Expenditure
of Public Funds for Offshore Services**

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

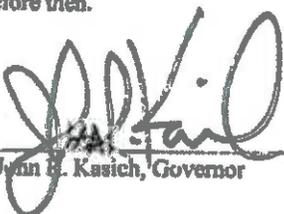
NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
 - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
 - i. Reflect this Order's prohibition on the purchase of offshore services.

- ii. Require service providers or prospective service providers to:
 - 1. Affirm that they understand and will abide by the requirements of this Order.
 - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - 3. Disclose the location(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
 - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
 - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
 - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
 - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.




John E. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, State term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Service Provider affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Service Provider and any of its subcontractors will perform no Services requested under this Agreement outside of the United States.

The Service Provider will provide all the name(s) and location(s) where Services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Service Provider to sanctions. If the Service Provider will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Service Provider:

One Verizon Way
(Address)

Basking Ridge, NJ 07920-1097
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

N/A
(Name)

N/A
(Address, City, State, Zip)

2. Location where Services will be performed by Service Provider:

*One Verizon Way
(Address)

Basking Ridge, NJ 07920-1097
(City, State, Zip)

*This is not applicable to the services being proposed. Verizon Wireless is not an equipment manufacturer, and wireless devices and accessories manufactured outside the United States may be supplied to the State under the resulting contract.

Name/Location where Services will be performed by subcontractor(s):

N/A
(Name)

N/A
(Address, City, State, Zip)

3. Location where State data will be stored, accessed, tested, maintained or backed-up, by Service Provider:

*One Verizon Way
(Name)

Basking Ridge, NJ 07920-1097
(Address, City, State, Zip)

Data transmitted while using our wireless data services, such as Mobile Broadband, are not regularly stored – they are merely transmitted. Billing may be stored at various locations, but Verizon Wireless complies with this requirement.

Name/Location(s) where State data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

N/A
(Name)

N/A
(Address, City, State, Zip)

Service Provider also affirms, understands and agrees that Service Provider and its subService Providers are under a duty to disclose to the State any change or shift in location of Services performed by Service Provider or its subcontractors before, during and after execution of any Agreement with the State. Service Provider agrees it will so notify the State immediately of any such change or shift in location of its Services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Service Provider to perform the Services outside the United States.

On behalf of the Service Provider, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Agreement that Service Provider may enter into with the State and is incorporated therein.

By: Cellco Partnership d/b/a Verizon Wireless
Service Provider

Print Name: Todd Loccisano

Title: Executive Director - Enterprise & Government Contracts

Date: February 16, 2016

Signatures on Following Page

In Witness Whereof, the Parties have executed this Amendment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS	STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES
<i>Todd Loccisano</i>	<i>Robert Blair/srd</i>
Signature	Signature
Todd Loccisano	Robert Blair/srd
Printed Name	Printed Name
Executive Director - Enterprise & Government Contracts	DAS Director Assistant Director/State CIO
Title	Title
February 16, 2016	<i>2/29/16</i>
Date	Effective Date
22-3372889	
Federal Tax ID	