

**AMENDMENT No. 36 TO
GEORGIA TECHNOLOGY AUTHORITY
ENTERPRISE AGREEMENT FOR SERVICES AND DEVICES TO PROVIDE THE
SERVICE
CONTRACT NUMBER 9800-GTA794-V**

This Amendment No. 36 is made this 29th day of June 2022, by and among the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **CELLCO PARTNERSHIP (A DELAWARE PARTNERSHIP) D/B/A VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP (A DELAWARE LP) D/B/A VERIZON WIRELESS ("VERIZON WIRELESS")** ("Contractor").

WHEREAS, heretofore GTA entered into that certain Enterprise Agreement for Services and Devices to Provide the Service effective on December 30, 2013 having contract number 9800-GTA794-V, as amended, with respect to certain products and services to be provided to GTA by Contractor, as more particularly described therein (the "Enterprise Agreement").

WHEREAS, the Enterprise Agreement has been amended by mutual agreement of GTA and Contractor as follows:

Amendment No. 1, April 25, 2014;
Amendment No. 2, March 10, 2015;
Amendment No. 3, October 16, 2015;
Amendment No. 4, March 31, 2016;
Amendment No. 5, May 12, 2016;
Amendment No. 6, June 8, 2016;
Amendment No. 7, July 21, 2016;
Amendment No. 8, October 5, 2016;
Amendment No. 9, November 18, 2016;
Amendment No. 10, November 30, 2016;
Amendment No. 11, December 23, 2016;
Amendment No. 12, March 30, 2017;
Amendment No. 13, April 25, 2017;
Amendment No. 14, July 17, 2017;
Amendment No. 15, September 22, 2017;
Amendment No. 16, October 31, 2017;
Amendment No. 17, December 22, 2017;
Amendment No. 18, January 10, 2018;
Amendment No. 19, March 22, 2018;
Amendment No. 20, April 19, 2018;
Amendment No. 21, May 10, 2018;
Amendment No. 22, August 29, 2018;
Amendment No. 23, January 9, 2018;
Amendment No. 24, March 7, 2019;
Amendment No. 25, June 17, 2019;
Amendment No. 26, June 8, 2020;

Amendment No. 27, June 24, 2020;
Amendment No. 28, October 26, 2020;
Amendment No. 29, December 16, 2020;
Amendment No. 30, February 18, 2021;
Amendment No. 31, March 18, 2021;
Amendment No. 32, March 25, 2021;
Amendment No. 33, April 16, 2021;
Amendment No. 34, May 13, 2021;
Amendment No. 35, May 28, 2021;

WHEREAS, the parties wish to further amend the Enterprise Agreement to make those certain changes set forth here, in Amendment No. 36.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Parties to the Agreement. VERIZON WIRELESS (VAW) LLC (A DELAWARE PARTNERSHIP) D/B/A VERIZON WIRELESS is hereby removed as a party to the agreement, with its rights and obligations vesting in Cellco Partnership d/b/a Verizon Wireless, and all references to Verizon Wireless (VAW) LLC under the Agreement are hereby deleted.
2. Term and Renewal. The Enterprise Agreement is hereby amended by extending the end date of the current Term from July 1, 2022 until June 30, 2024. Thereafter, the Enterprise Agreement may be renewed upon mutual agreement by Contractor and GTA on a year to year basis for up to Three (3) fiscal year periods. The terms and conditions of this Enterprise Agreement shall apply during any renewals of the Term. The term of the Services and/ or Devices ordered by an Agency hereunder shall begin on receipt of a Purchase Order for each procuring Agency and end upon the completion of the Order.
3. Fee for Administrative Services. The Enterprise Agreement is amended so that for the period beginning July 1, 2022, Contractor agrees to remit to GTA a fee for administrative services ("Fee") as specified below, in lieu of the fee for administrative services and all other similar fees specified for the period prior to that date. The prices stated in the Enterprise Agreement shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.

Contractor shall pay to GTA a Fee equal to two percent (2%) of the total dollar amount collected from Agencies for all sales under this Enterprise Agreement during each Payment Period (excluding sales taxes, pass-through fees and regulatory charges, and discounts, returns, and adjusted for credits or refunds). Payment for each Payment Period must be received 45 days immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of July- Sept. 2022 is due on or before November 14, 2022. Payments are to be mailed to:

Georgia Technology Authority
47 Trinity Avenue, 6th Floor,
Atlanta GA 30334
Attention: Accounts Receivable

Payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

4. Pricing. The Enterprise Agreement is amended by deleting the Verizon Wireless Pricing and Equipment Offer (effective January 1, 2014) in Appendix C (“Verizon Wireless Response to RFP 98000-GTA794”), as previously amended, and replacing it with the revised Appendix C attached to this Amend No. 36 .
5. Equipment Purchases. The device upgrade policy provided in the Verizon Wireless Pricing and Equipment Offer is amended for activations and equipment upgrades completed after June 30, 2022 to reflect that a wireless device must be in service for a minimum of 24 months to be eligible for an equipment upgrade at discounted pricing. Upgraded equipment purchased less than 24 months from activation or the most recent upgrade will not qualify for discounted pricing and will be charged the full retail price for the device. Activation and equipment upgrades completed before July 1, 2022 will remain eligible for discounts after 10 months of service for their next equipment upgrade, after which they will be subject to the 24-Month Upgrade Policy. Verizon Wireless reserves the right to disconnect cellular service if a number is disconnected from one wireless device and then reconnected on a new wireless device as a means to circumvent the 24-Month Upgrade Policy.
6. GTA Agency Agreement. Attachment C – GTA Agency Agreement, included with and part of the Enterprise Agreement, is amended to expressly incorporate by reference the following: The GTA Agency Agreement is subject to the terms and conditions of The Georgia Department of Administrative Services form SPD-SP060 “Contracting with State Entities”. Revisions made to the GTA Agency Agreement must be mutually agreed upon by GTA and Contractor.
7. Drug Free Work Place.
 - (a) Contractor represents, warrants and covenants that it has and shall maintain substance abuse policies, in each case in conformance with GTA rules and applicable laws, including O.C.G.A. § 50-24-1 et seq., and Contractor personnel shall be subject to such policies.
 - (b) Contractor will obtain from any subcontractor hired to perform services for this Enterprise Agreement the following written certification: “As part of the subcontracting agreement with Contractor, (subcontractor’s name) certifies to Contractor that a drug-free workplace will be provided for the subcontractor’s

employees during the performance of this agreement pursuant to paragraph seven (7) of subsection (b) of O.C.G.A. § 50-24- 3.” Contractor will provide GTA with a copy of each such certification as soon as practicable. Contractor may be suspended, terminated, or debarred if it is determined that Contractor has made false certification herein above or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

8. Sexual Harassment Prevention. The Enterprise Agreement is hereby amended to add and include the following as a new and additional section entitled “Sexual Harassment Prevention”, which shall control for the period beginning July 1, 2022:

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment.

Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

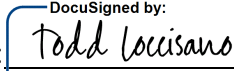
Contractor acknowledges Georgia’s statewide sexual harassment policy, a copy of which is attached as Exhibit C. Contractor hereby represents and affirms that (1) Contractor’s sexual harassment training meets the requirements set forth therein and shall ensure that such policy standards apply to any employee(s) who may serve under Contractor’s state agreement and (2) that such training has been completed within the last 12 months, (3) GTA may request documentation of compliance and Contractor shall provide such documentation as requested.

9. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

10. Successors and Assigns. This Amendment No. 36 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
11. Entire Agreement. Except as expressly modified by this Amendment No. 36, the Enterprise Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. In the event of any inconsistencies between the Enterprise Agreement and this Amendment No. 36, the terms of this Amendment No. 36 shall control. This Amendment No. 36 and the Enterprise Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 36 to be duly executed by their authorized representatives as of the date set forth above.

**CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS AND VERIZON
WIRELESS OF THE EAST LP D/B/A
VERIZON WIRELESS**

By:  _____
DocuSigned by:
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Name: Todd Loccisano

Title: VP - Contract Management

Date: 6/29/2022 | 9:54 AM MDT

**GEORGIA TECHNOLOGY
AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____