Amendment No. 1 to Oregon Participating Addendum #1662

This is Amendment No. 1 to Oregon Participating Addendum #1662 effective March 19, 2020, as amended from time to time (PA) between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services (DAS PS) and Cellco Partnership DBA Verizon Wireless (Contractor). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

The purpose of this Amendment is to clarify assessment and payment of Vendor Collected Administrative Fees.

AGREEMENT

The PA is amended as follows:

PA Section 7.1.1 is amended as follows (deleted language is shown with strike-through):

> Pursuant to the process defined by DAS PS and published at https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx , Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS PS. The VCAF is a charge equal to Two Percent (2.0%) of Contractor's Gross total sales, less any credits, taxes, fees and shipping made to Purchasing Entities during the reporting period. ~~The VCAF Administrative Fee for CRU Accounts shall be calculated based only on Products purchased and receiving a discount under this Master Agreement.~~

Except as expressly amended above, all other terms and conditions of PA are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the PA are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

Certification:
Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

a. the number set forth in the contract is Contractor's correct taxpayer identification number;
b. Contractor is not subject to backup withholding because:
    i. Contractor is exempt from backup withholding;
    ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
    iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
    i. all tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; and
    ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
    iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
    iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture,

as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

CELLCO PARTNERSHIP DBA VERIZON WIRELESS

By: DocuSigned by: Clifton Miller Jr. 7320C9CE2851447...

Title: Director - Contract Management

Date: 3/8/2023 | 4:48 PM PST

FEID # 22-3372889

STATE OF OREGON, acting by and through its DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES

By: Rachel R. SMITH

Title: IT Procurement Strategist

Date: 3/9/2023

Approved pursuant to ORS 291.047

By: Karen Johnson via email

Assistant Attorney General

Date: 12/20/2022