PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13 E
DATE 11/13/12

Meeting Date: November 13, 2012

Public Hearing ____ Ordinance ____ Resolution ____ Motion X

Item: **20130012** – Approval to participate with the State of Nevada Wireless Contracts on behalf of the Western States Contracting Alliance (WSCA) for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment.

Recommended Action:

Pursuant to Chapter 35.06, equal to or lower than existing contract, approve participation with the Western States Contracting Alliance (WSCA) Wireless Contracts for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment awarded to: (1) AT&T Mobility and (2) Sprint Solutions; (3) T-Mobile USA; (4) Verizon Wireless; (5) Discount Cell, Inc.; and (6) TESSCO Incorporated.

Exhibits:

- Request for Proposal No. 1907 for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment & Awarded Contracts list.
- Master Service Agreement with AT&T Mobility
- Master Service Agreement with Sprint Solutions

Summary Explanation/Background Information:

The City has previously participated with the Western States Contracting Alliance (WSCA) Wireless Contracts for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment utilizing contracts awarded to AT&T and Sprint Solutions which expire on October 31, 2012. The State of Nevada, as the lead state for the Western States Contracting Alliance, issued a new RFP 1907 for wireless services, accessories and equipment on February 11, 2011, which resulted in award of six (6) contracts to AT&T, Sprint Solutions, T-Mobile USA, Verizon Wireless, Discount Cell, Inc. and TESSCO Incorporated. Interested States are required to enter into Participating Addendum before utilizing contracts that are now effective through October 31, 2016 with extension options. City departments that previously participated with AT&T and Sprint Solutions have submitted requests to participate in the new WSCA contracts.

Purchase (X) is ( ) is not a replacement

Purchase () was budgeted ( ) was not budgeted.

Estimated Annual Expenditure:

No Expense

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OCT 31 2012
City Manager's Office

Director of OMB concurs with award: CS

City Manager concurs with award:

Submitted by: Cheryl Shanaberger, CPPO

Title: Deputy Director of OMB

Date Submitted: October 30, 2012

State of Nevada
Department of Administration
Purchasing Division

State of Nevada Wireless Contracts
on behalf of the
Western States Contracting Alliance (WSCA)
updated 08/14/2012

The State of Nevada Purchasing Division on behalf of the Western States Contracting Alliance (WSCA) has awarded contracts for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment. The vendors listed below are prepared to provide information so the entity can make an informed decision.

Interested states must first enter into a Participating Addendum (PA) before utilizing contracts and may contact the WSCA/NASPO Cooperative Development Team at wncoopdt@amrms.com to obtain the documentation. Contracts listed are effective now until October 31, 2016 with extension options.

Please reference Contract #1907 for all documentation.

All questions or concerns relating to these contracts should be referred to Teri Smith at (775) 684-0178 or by email tlsmith@admin.nv.gov or by contacting the WSCA/NASPO Cooperative Development Team at wncoopdt@amrms.com.

If needed, you can download an updated Adobe PDF Reader click HERE.

VENDOR CONTACT	VENDOR WEBSITE (LINK)	MASTER SERVICE CONTRACT	CONTRACT ATTACHMENTS
AT&T Mobility **Nevada Contact Only** **Brandon Villigan** **(702) 466-0000** brandon.villigan@att.com **WSCA Contact:** **Twila Lively** (925) 487-9945 twila.lively@att.com	**Under Construction**	MSA (including Amendments)	AA (Special Terms & Conditions) BB (State Solicitation) CC (Contractors Response) Note: Please wait for PDF downloads to complete, for this can take several minutes because of their larger sizes. Optionally, you can right click the file and save the target PDF to your desktop.
Sprint Solutions **Nevada Contact Only** **Michael Hurd** **(916) 997-9756** michael.hurd@sprint.com **WSCA Contact:** Gray Sigler (775) 450-2916 Gray.R.Sigler@sprint.com	**Under Construction**	MSA (including Amendments)	AA (Special Terms & Conditions) BB (State Solicitation) CC (Contractors Response) Participating Addendum Note: Please wait for PDF downloads to complete, for this can take several minutes because of their larger sizes. Optionally, you can right click the file and save the target PDF to your desktop.
T-Mobile USA **Northern Nevada:** **Gina Colosimo** **(702) 884-0094** Gina.Colosimo@T-Mobile.com WSCA **Contact:** **David Bezzant** **(602) 512-5006** David.Bezzant@T-Mobile.com	**Under Construction**	MSA (including Amendments)	AA (State Solicitation) BB (Contractors Response) CC (Special Terms & Conditions) Participating Addendum Note: Please wait for PDF downloads to complete, for this can take several minutes because of their larger sizes. Optionally, you can right click the file and save the target

			PDF to your desktop.
Verizon Wireless **Northern Nevada:** **Chanin Mierau** **(775) 722-0099** Chanin.Mierau@verizonwireless.com **Southern Nevada:** **Jason Pantea** **(702) 271-9808** Jason.Pantea@verizonwireless.com **WSCA Contact:** RJ Fenolio (702) 283-2200 RJ.Fenolio@verizonwireless.com	**Under Construction**	MSA (including Amendments)	AA (State Solicitation) BB (Contractors Response) CC (Special Terms & Conditions) Participating Addendum Note: Please wait for PDF downloads to complete, for this can take several minutes because of their larger sizes. Optionally, you can right click the file and save the target PDF to your desktop.
Discount Cell, Inc **Jennifer King** **(801)235-9809** Corp@discountcell.com	**Under Construction**	MSA (including Amendments)	AA (RFP 1523, Amend 1 & 2) BB (Contractors Response) Participating Addendum Note: Please wait for PDF downloads to complete, for this can take several minutes because of their larger sizes. Optionally, you can right click the file and save the target PDF to your desktop.
TESSCO Incorporated **Nevada Contact Only** **John Hunt** **(775) 689-5943** huntj@tessco.com **WSCA Contact:** **Kristina Lewis** (410) 229-1256 lewisk@tessco.com	**Under Construction**	MSA (including Amendments)	AA (RFP 1523, Amend 1 & 2) BB (Contractors Response) Participating Addendum Note: Please wait for PDF downloads to complete, for this can take several minutes because of their larger sizes. Optionally, you can right click the file and save the target PDF to your desktop.

For information on any contract issues, please contact
Teri Smith at Nevada State Purchasing at 775-684-0178.

All using agencies are requested to share any information and/or experiences
regarding these contracts using the
Vendor Performance Report Form
as the vendors' performance will be rated in the new statewide contracts database.

WESTERN STATES CONTRACTING ALLIANCE (WSCA)	
The contracts above have been established for use by WSCA and local public bodies including the cities, counties, courts, public schools and institutions of higher education.	
Guidelines *(Under Construction)*	Procedures *(Under Construction)*

To return to the Purchasing Home Page click - HERE

2013012

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Greg Smith
Administrator

State of Nevada

Purchasing Division

as lead state for the Western States Contracting Alliance (WSCA)

Request for Proposal No: 1907

For

WIRELESS VOICE SERVICE, WIRELESS BROADBAND SERVICE, ACCESSORIES AND EQUIPMENT

Release Date: February 3, 2011

Deadline for Submission and Opening Date and Time: **March 28, 2011** @ 2:00 PM

Refer to Section 8, RFP Timeline for the complete RFP schedule

Non-Mandatory Pre-Proposal Conference February 23, 2011 @ 1:00 p.m.

For additional information, please contact:

Teri Smith, Purchasing Officer

State of Nevada, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Phone: 775-684-0178

Email address: tlsmith@purchasing.state.nv.us

(TTY for Deaf and Hard of Hearing: 1-800-326-6868
Ask the relay agent to dial: 1-775-684-0178/V.)

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP NO: 1907

Vendor Must:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
B) Type or print responses; and
C) Include this Vendor Information Sheet in Tab III, State Documents of the Technical Proposal.

V1	Firm Name	

V2	Street Address	

V3	City, State, ZIP	

V4	Telephone Number		
	Area Code:	Number:	Extension:

V5	Facsimile Number		
	Area Code:	Number:	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***
	Name:
	Title:
	Address:
	Email Address:

V8	Telephone Number for Contact Person		
	Area Code:	Number:	Extension:

V9	Facsimile Number for Contact Person		
	Area Code:	Number:	Extension:

V10	***Name of Individual Authorized to Bind the Organization***	
	Name:	Title:

V11	Signature ***(Individual must be legally authorized to bind the vendor per NRS 333.337)***	
	Signature:	Date:

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A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors exceptions and/or assumptions should be clearly stated in Attachment B1 (Technical Proposal Certification of Compliance with Terms and Conditions of RFP) and Attachment B2 (Cost Proposal Certification of Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS §333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (http://purchasing.state.nv.us).

1. OVERVIEW OF PROJECT

The State of Nevada, Purchasing Division, on behalf of the Western States Contracting Alliance (WSCA) and other authorized users, is requesting proposals from responsible vendors to supply wireless communication services, accessories and equipment. Services/equipment may include, but are not necessarily limited to the following bands:

- Wireless Voice Service
- Wireless Broadband Service
- Accessories/Equipment/Devices

WSCA members and other entities utilizing the current wireless contract spend well in excess of $2 billion per year on wireless services and equipment. This represents participation of 50 states and their authorized local entities. Please see Attachment J of this RFP to view the list of currently participating states. The purpose of this Request for Proposal (RFP) is to establish contracts on a competitive basis with qualified vendors to directly supply wireless communication services including, but not limited to: the wireless transmission of voice, data and/or video content; optional messaging, two-way radio, wireless internet access or other related communications; and/or wireless data transmission services. Wireless communication equipment, accessories, and devices are included, as well as the related maintenance and support services.

Each area of service will be evaluated separately by the Sourcing Team which is made up of representatives from several participating states. The sourcing team members will score each section independently of the others, and will make awards as in the best interest of the participating WSCA/NASPO states. This contract may be awarded to multiple vendors, as in the best interest of the State of Nevada and the participating WSCA/NASPO states. Vendors may respond to any or all listed services.

1.1 GOALS AND OBJECTIVES

A key objective of this procurement is to obtain greater volume price discounts (reduce member spend) by combining the volume of purchases from governmental entities within multiple states with administrative savings that will result from the maintenance of a single, comprehensive contract for each selected vendor. It is the expectation of the WSCA directors that the pricing discounts provided under this procurement would be greater than the pricing discounts that any one entity would be able to achieve as a standalone entity. Vendors should prepare their response

in such a manner as to be competitive in a procurement of this nature. While the State reserves the right to request a BAFO; there is no guarantee a BAFO will be requested in any or all of the services/equipment bands.

The WSCA directors, or their designee, may authorize education, state and local governmental entities throughout the nation use of the contracts subject to approval of the local state purchasing director and local statutory provisions.

The contract term will be for a four (4) year period beginning November 1, 2012 through October 31, 2015, with the option to extend for an additional two (2) years beyond the initial contract term at the discretion of the lead State or as determined in the best interest of the lead State and WSCA, subject to mutual written acceptance. It is anticipated that this procurement will result in multiple awards.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Airtime	Time spent communicating using a wireless device. The time is tracked by service providers to determine billing charges. Usage includes sending or receiving calls or other wireless transmissions.
Antenna	A wire or set of wires used to send and receive radio waves.
Assumption	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
Awarded Vendor	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
Bluetooth	A short range wireless technology.
Calling Plan	A rate plan selected by subscribers when they start up wireless service, usually consisting of a base rate for system access and a per-minute rate for usage. Calling plans are designed to provide the most cost-effective rates for different types and amounts of usage by the subscriber.
Carriers	Companies that operate wireless networks and sell use of those networks.
CL Account	Corporate Liable Accounts are validated accounts set up by a participating entity for use by the entity.
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer to NRS §333.020(5)(b).

Contract Approval Date	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
Contract Award Date	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
Contractor	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
Coverage	The geographic area within which a carrier provides service. The area within which a device will complete transmission using that carriers network or partner networks.
Customer	Department, Division or Agency of the State of Nevada, participating NASPO/WSCA states, and authorized local entities.
Division/Agency	The Division/Agency requesting services as identified in this RFP.
Equipment	Includes, but is not limited to all equipment or devices necessary to utilize wireless services (e.g. handsets, handheld devices, wireless PC cards, car kits, hands free kits, spare batteries, chargers, cases, belt clips, etc.).
E-Rate	The commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company under the direction of the Federal Communications Commission.
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
Exception	A formal objection taken to any statement/requirement identified within the RFP.
FCC	Federal Communications Commission responsible for regulating telecommunications in the United States, including commercial and private wireless spectrum management.
GSM	Global System for Mobile Communication.
IL Account	Individual Liable Accounts are validated accounts in any employee program set up by a participating entity.

Key Personnel	Vendor staff responsible for oversight of work during the life of the contract.
LNP	Local Number Portability. The ability of subscribers to switch local or wireless carriers and still retain the same phone number.
LOI	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
May	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
NAC	Nevada Administrative Code – All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us.
NASPO	National Association of State Procurement Officials.
NRS	Nevada Revised Statutes - All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us.
NOA	Notice of Award - formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
Off-Peak	Periods of time during which carriers offer discounted airtime charges. Each carrier designates its own off-peak hours, usually after normal business hours during the week, and weekends.
Pacific Time (PT)	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
Peak	Highest-usage period of the business day when a wireless system carries the most usage traffic.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. Refer to NRS §333.020(5)(a).
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (refer to NRS §333.333 and NRS §600A.030(5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.

RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection. Refer to NRS §333.020(7).
Roaming	Using a wireless device outside of your service provider's own network coverage area or specific local calling area.
Roaming Agreement	Agreements between service providers to allow us of other carrier's networks.
Shall	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
Sourcing Team	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
State	The State of Nevada and any agency identified herein.
Subcontractor	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
Subscriber	A using entity who contracts to receive and pay for wireless services.
Trade Secret	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
User	Department, Division or Agency of the State of Nevada, participating NASPO/WSCA states, and authorized local entities.
Vendor	Organization/individual submitting a proposal in response to this RFP.
Voice Services	Wireless voice transmission.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

Wireless Broadband Technology that provides high-speed wireless internet access and data network access over a wide area.

Wireless Devices Equipment in which electromagnetic waves (rather than some form or wire) carry signal over the entire communication path.

Wireless Spend The total dollar value spent on wireless services, data, equipment, devices, support, taxes, fees and any and all other products and services invoiced by a wireless carrier and paid by an end user including all IL accounts.

WNCDT WSCA/NASPO Cooperative Development Team.

WSCA Western States Contracting Alliance. A cooperative group contracting consortium. Membership consists of the principal procurement official that heads the state central procurement organization, or designee for that state, from the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

3. SCOPE OF WORK

3.1 General Requirements

3.1.1 Vendors may choose to submit a proposal on any or all listed services and/or equipment; each band of service and/or equipment proposed upon must be submitted as a standalone proposal, i.e., a vendor that provides wireless voice service, broadband service, and equipment must submit three separate proposals, each clearly identifying compliance with each service band. A vendor proposing upon accessories/equipment/devices would submit only one proposal for that specific band of services. Each proposal will be evaluated individually as submitted for the specific band of services.

3.1.2 Provide quality wireless voice services, wireless broadband services, equipment and accessories at the lowest cost available in a timely and efficient manner.

3.1.3 Provide secure online access for each participating entity representative to manage accounts and order services/accessories/equipment. Only the participating entity representative shall be allowed to manage accounts and service/equipment/accessory ordering. Vendor is responsible to keep the list of participating entity representatives current.

3.1.4 Vendors must commit to participate in the Federal Communications Commission's E- Rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of this program will be provided without the addition of any service or administration fee by the vendor. A statement of commitment is required.

3.1.5 Use of these contracts is permissive.

3.2 Administration of Contract(s)

The following requirements apply to all contracts awarded as a result of this solicitation, regardless of whether a proposing vendor is awarded any one or all listed services and/or equipment.

3.2.1 Meet with lead States' Purchasing Department representative on a semi-annual basis

(once every six months) to evaluate and review:

- Pricing/rates relative to prevailing full market pricing/promotions/solicitations;
- Actual billed charges relative to prevailing available full market pricing;
- Adjustments to maintain the original discount offered to the then prevailing available full market pricing; and
- Any other significant issue (service, billing or otherwise) that may need to be addressed.

3.2.2 Complete the evaluation and review within twenty (20) business days. All changes/reductions to current agreement pricing shall be formalized by an Agreement Amendment to existing agreement. Agreement shall be retroactive to the date of the review.

3.2.3 The Contractor(s) shall report contract utilization and pay an administrative fee of $1/10^{th}$ of 1% (one-tenth of one percent) of the total wireless spend to WSCA, paid quarterly. The WSCA directors approved the level of the administration fee, and the fee is not negotiable. The administrative fee is to be paid quarterly within 60 days of the end of the quarter (See Attachment G for Reporting Schedule). In addition to the WSCA administrative fee, some WSCA and non-WSCA states may require that a fee be paid directly to the state on purchases made by procuring entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of the contracts. The Contractor(s) may adjust SES pricing accordingly for purchases made by procuring agencies within the jurisdiction of the state. Any such price adjustment shall not exceed the dollar value of the additional fee. All such agreements shall have no affect whatsoever on the WSCA fee or on the prices paid by the procuring agencies outside the jurisdiction of the state requesting the additional fee.

3.2.4 Administration fee checks will be made payable to WSCA, 3643 Solutions Center, Chicago, Il 60677-3006, and sent in accordance with quarterly reports, Attachment G. Contractor(s) will provide a report indicating the amounts rebated to each using entity.

3.2.5 Unless otherwise prohibited by provision in a participating addendum, Contractor may, at the sole discretion of the Contractor, offer discounted wireless services and equipment, broadband services and equipment, or accessories to employees of WSCA participating entities as Individual Liable (IL) accounts ("employee program"), within the jurisdiction of the entity completing the participating addendum, with the understanding that the entity completing the participating

addendum has no liability whatsoever concerning the equipment or for payment of services. All such employees must be validated in order to participate in the employee program, and that employees not so validated will not receive discounted wireless services and equipment, broadband services and equipment, or accessories under this agreement.

Each IL participating in the employee program must (a) enter into, and be individually responsible for complying with a selected service agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen plan, and to pay all charges incurred under the service agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by Contractor from time to time. Any wireless spend resulting from employee's purchasing under the employee program of this contract will be subject to reporting requirements and to the required WSCA administrative fee of one tenth (1/10) of one percent, and report these sales as outlined in this RFP.

3.2.6 Maintain detailed records pertaining to the cost of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order.

3.2.7 Make records subject to billing audits either before or after payment. Assist participating entities with detail account information required by the participating entity or auditor anytime during the contract period.

3.3 Reporting

The following requirements apply to all contracts awarded as a result of this solicitation, regardless of whether a proposing vendor is awarded any one or all listed services and/or equipment.

3.3.1 Reporting shall be provided in the format required by WSCA (Attachment G), with hard copies available upon request.

3.3.2 The following usage reports shall be submitted for the respective quarter:

3.3.2.1 Usage and purchases under the contract.

3.3.2.2 Quarterly optimization report for each wireless/broadband service subscriber and orders placed for accessories. The goal of the optimization reports is to ensure that each subscriber is utilizing the most appropriate plan. This includes identifying subscribers that may be consistently incurring overage charges, and therefore should move to a more cost effective plan or subscribers consistently under-utilizing a plan, and therefore should move to a lower cost plan.

3.3.2.3 Voice, data, and combined voice/data related reports upon request.

3.3.3 Provide equipment sales report. A quarterly summary of equipment sold. Reports are to be submitted to the lead State in the format required by WSCA (Attachment G), with hard copies available upon request.

3.3.4 Individual participating entities may request specific equipment sales summaries, which shall be provided at no cost. Reports shall include report elements as seen in Attachment G.

3.3.5 Upon request, provide reporting elements and/or management reports related to usage for services that are available and would optimize the participating entity's ability to assess utilization and cost.

3.3.6 Be able to provide custom reports as may be requested by individual participating entities. Describe in general, the level of sophistication and complexity, custom usage report data that you can provide to the participating entities. Vendors should provide a sample report with their proposal.

3.3.7 Upon request, provide subscribers with usage reports which include full itemization of call details (such as the information on the Contractor's standard bill for consumer accounts) to enable verification of usage including: (1) call date, call number call length, call time, and (2) plan cost, per minute charges, overage cost, additional features charges and other fees, etc.

3.4 Contract Management

The following requirements apply to all contracts awarded as a result of this solicitation, regardless of whether a proposing vendor is awarded any one or all listed services and/or equipment.

3.4.1 Assign a Contract Manager to manage the WSCA account, who shall be responsible for:

3.4.1.1 The contract's overall performance requirements, ongoing unresolved issues, overall customer service.

3.4.1.2 Providing any additional documentation necessary, as requested by the State for performance audits conducted periodically to evaluate areas of service required by this RFP (i.e. deliver, fill rate, variance reports, customer representatives)

3.4.1.3 Meet with the lead State every six (6) months or as otherwise specified, to maintain the partnership between the State and the Contractor. Meetings may involve, but not be limited to:

- Contractor performance;
- Problem resolution;
- Mandatory and custom reports; and
- Improvement opportunities (i.e. cost savings opportunities, use of enhanced service features, etc.

3.5 Voice Services and Support (Band 1)

3.5.1 Provide quality wireless voice services at the lowest cost available in a timely and efficient manner.

3.5.2 Establish and provide a set of "standard" plans for voice services.

3.5.3 Detail standard features such as voicemail, call waiting, call back and in-plan minutes or megabytes included in the proposed services.

3.5.4 Activate service on new equipment within 72 hours of request or shipping.

3.5.5 Provide the following services at no extra charge. This list is not meant to be all inclusive and vendors may, at their discretion, add other services.

3.5.5.1 Per line caller ID blocking;
3.5.5.2 Upgrades or downgrades to service plans as needed, with no limits;
3.5.5.3 Cancellation of service without early termination fees; and
3.5.5.4 Provide LNP with no penalty.

3.5.6 Provide information regarding coverage across the U.S.; include listing and total % of coverage.

3.5.7 Define your statewide and national Voice Services coverage by each state.

3.5.8 Provide detailed in-network (no roaming) voice services coverage (including available coverage maps) for States, with an overlay of counties and major highways. Coverage maps must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).

3.5.9 Provide detailed national in-network (no roaming) voice services coverage national maps, with an overlay of states, counties and major highways. Coverage must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).

3.5.10 Provide updated coverage maps as described above upon request.

3.5.11 Notify each State's designated key contact at least five days in advance of any planned service outages and/or scheduled maintenance. This notification must include impacted coverage areas and an estimate of the outage timeframe.

3.5.12 Describe an ongoing process to improve coverage for areas that are having inadequate or less than 50% coverage. Provide timeline of anticipated improvements.

3.5.13 Identify all basic equipment provided as necessary for vendor's standard operation within Contractor's wireless voice network for all subscribers (new activation or regular contract term subscribers). This shall include, but may not be exclusive to, voice handset, AC power charger/adapters and compatible hands-free accessory(s).

3.5.14 Allow for a designated trial period for testing/evaluating equipment without additional charges or fees. Designate the timeframe for the 'trial period' and procedures for implementing this policy.

3.5.15 Indicate if Contractor is anticipating migration to new or different technology. If so, identify the changes that subscribers shall anticipate proposed timeline and plans to ensure a smooth transition to the new technology.

3.5.16 Describe repair/replacement procedures/processes in detail for the following situations (including description of forms and information required):

3.5.16.1 Repair of equipment with new standard parts or parts of equal performance to new parts;
3.5.16.2 Repair/replacement parts for all equipment covered under warranty;
3.5.16.3 Detail all situations where States may/will incur cost of repairs/replacement for equipment, i.e., shipping, gross neglect of equipment by subscriber, etc.;
3.5.16.4 Repairs for out of warranty equipment (i.e., discounted pricing for repairs);
3.5.16.5 Repairs/replacements/loaner equipment in which replacement equipment will be new or factory refurbished; and
3.5.16.6 Walk-in repairs at retail stores.

3.5.17 Enclose all warranty information with all equipment at the time of delivery/shipment, and provide additional warranty information as requested by the subscriber.

3.5.18 Submit full listing of walk-in service/repair center locations in each respective state, with qualified personnel to repair the equipment on site that will manage all service and repairs under agreement.

3.5.19 Provide priority voice service to State employees with critical job duties that are responsible for responding to disaster/emergency event.

3.5.20 Able to activate equipment and wireless voice service within 24 hours after request in the event of a Sate disaster/emergency.

3.5.21 Detail procedures required applying for and initiating priority status service.

3.5.22 List all airtime or fees associated with priority service.

3.5.23 Describe whether you will be using partners or resellers for this contract. If so, provide any necessary certification with response, and a list of recommended resellers. Are users of this contract able to use your retail stores? If so, define the process.

3.5.24 Define any value-add services as part of your offering in your response. This may include, but not necessarily be limited to:

- Satellite capabilities;

- Push-to-talk;
- Emergency services;
- Green initiatives; and
- Buyback programs.

3.5.25 Define how you will improve coverage to using entity offices (buildings/facilities/sub-ground level offices, etc.) that experience inadequate wireless voice service. Identify all basic equipment provided as necessary for your standard operation within your wireless network. Provide in your cost proposal, any hourly rates or other associated costs for on-site installations that may be necessary.

3.6 Broadband Services and Support (Band 2)

3.6.1 Provide quality wireless broadband services at the lowest cost available in a timely and efficient manner.

3.6.2 Establish and provide a set of "standard" plans for broadband services.

3.6.3 Define your statewide and national Broadband Services coverage by each state.

3.6.4 Provide detailed in-network (no roaming) data services coverage (including available coverage maps) for States, with an overlay of counties and major highways. Coverage maps must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).

3.6.5 Provide detailed national in-network (no roaming) data services coverage national maps, with an overlay of states, counties and major highways. Coverage must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).

3.6.6 Provide updated coverage maps as described above upon request.

3.6.7 Notify each State's designated key contact at least five days in advance of any planned service outages and/or scheduled maintenance. This notification must include impacted coverage areas and an estimate of the outage timeframe.

3.6.8 Describe an ongoing process to improve coverage for areas that are having inadequate or less than 50% coverage. Provide timeline of anticipated improvements.

3.6.9 Identify all basic equipment provided as necessary for vendor's standard operation within Contractor's wireless data network for all subscribers (new activation or regular contract term subscribers). This shall include, but may not be exclusive to, voice handset, AC power charger/adapters and compatible hands-free accessory(s).

3.6.10 Allow for a designated trial period for testing/evaluating equipment without additional charges or fees. Designate the timeframe for the 'trial period' and procedures for implementing this policy.

3.6.11 Indicate if Contractor is anticipating migration to new or different technology. If so, identify the changes that subscribers shall anticipate proposed timeline and plans to ensure a smooth transition to the new technology.

3.6.12 Describe repair/replacement procedures/processes in detail for the following situations (including description of forms and information required):

- 3.6.12.1 Provide in detail, the length and terms of the warranty/maintenance and service provided with piece of equipment/device/accessory;
- 3.6.12.2 Repair of equipment with new standard parts or parts of equal performance to new parts;
- 3.6.12.3 Repair/replacement parts for all equipment covered under warranty;
- 3.6.12.4 Detail all situations where States may/will incur cost of repairs/replacement for equipment, i.e., shipping, gross neglect of equipment by subscriber, etc.;
- 3.6.12.5 Repairs for out of warranty equipment (i.e., discounted pricing for repairs);
- 3.6.12.6 Repairs/replacements/loaner equipment in which replacement equipment will be new or factory refurbished; and
- 3.6.12.7 Walk-in repairs at retail stores.

3.6.13 Enclose all warranty information with all equipment at the time of delivery/shipment, and provide additional warranty information as requested by the subscriber.

3.6.14 For each of equipment/device/accessory, submit a full listing of walk-in service/repair center locations in each respective state, with qualified personnel to repair the equipment on site that will manage all service and repairs under agreement. Include contact name and phone number for each location.

3.6.15 Have the ability to provide wireless data services for any equipment that has wireless voice service capability. List the equipment supported by your company and the supporting wireless data services; include a brief description of all services.

3.6.16 Provide priority data service to State employees with critical job duties that are responsible for responding to disaster/emergency event.

3.6.17 Able to activate equipment and wireless data service within 24 hours after request in the event of a State disaster/emergency.

3.6.18 Detail procedures required applying for and initiating priority status service.

3.6.19 List all fees associated with priority service.

3.6.20 Have the ability to provide wireless data services that have wireless voice service capability. List the equipment that is not supported by your company and the supporting wireless data services; include a brief description of all services.

3.6.21 Describe whether you will be using partners or resellers for this contract. If so, provide any necessary certification with response, and a list of recommended resellers.

3.6.22 Define any value-add services as part of your offering in your response. This may include, but not necessarily be limited to:

- Satellite capabilities;
- Emergency services;
- Green initiatives; and
- Buyback programs.

3.6.23 Define how you will improve coverage to using entity offices (buildings/facilities/sub-ground level offices, etc.) that experience inadequate wireless voice service. Identify all basic equipment provided as necessary for your standard operation within your wireless network. Provide in your cost proposal, any hourly rates or other associated costs for on-site installations that may be necessary.

3.7 Accessories/Equipment/Devices (Band 3)

3.7.1 All accessories must be new, of current design and function, and unused. Discontinued or used items will not be accepted.

3.7.2 In addition to the items specifically listed herein, purchasing entities will be allowed to order from the successful vendor's regular product line for delivery F.O.B. destination to any point within the using states. Provide with your response, a link to your on-line catalog.

3.7.3 At vendor's expense, vendor shall arrange for pick up of products returned because of quality problems, duplicated shipments, outdated products, etc., within five (5) business days after notification with no restocking charge and replaced with specified products or the using entity shall be credited or refunded for the full purchase price. Standard stock products ordered in error by using entities must be returned for credit within fifteen (15) days of receipt. Products must be in resalable condition and in original container, unused.

3.7.4 Define distribution capabilities. Prices for all items associated with this contract are to be F.O.B. destination to anywhere within the participating entities.

3.7.5 Define ARO (After Receipt of Order) lead times. The preferred delivery time is not more than five (5) calendar days.

3.7.6 Provide detailed warranty information.

3.7.7 Provide in your cost proposal, pricing for OEM and Aftermarket (if available) products. Products may include, but are not necessarily limited to:

- Cell phone antennas and signal boosters;
- Cell phone batteries;
- Cell phone chargers;
- Cell phone hands-free (not including Bluetooth);
- Cell phone kits (define what is included);
- Cell phone cases and covers;
- Cell phone data cables;
- Cell phone memory;
- ADA/Assistive cell phone devices and accessories;
- Cell phone replacement parts;
- Cell phone keyboards; and
- Bluetooth headsets and car kits (define what is included).

3.7.8 The participating entities reserve the right to request samples of items when applicable.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees will be assigned for this project:	

4.1.2 **Please be advised,** pursuant to NRS §80.010, companies organized or incorporated under the laws of another state, territory, District of Columbia, or foreign country must register with the State of Nevada, Secretary of State's Office as a foreign

corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS §76. Information regarding the Nevada Business License can be located at http://sos.state.nv.us.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes		No	

If "No", provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). It is the vendor's responsibility to verify these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.6 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?

Yes		No	

If "Yes", is the employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

4.1.7 Disclosure of all alleged prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable within the past six (6) years.

Yes		No	

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, litigation, or investigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.

4.1.9 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

4.1.10 Financial information and documentation to be included in Part III, Confidential Financial of vendor's response in accordance with ***Section 9.5, Part III – Confidential Financial***.

4.1.10.1 Dun and Bradstreet number
4.1.10.2 Federal Tax Identification Number
4.1.10.3 The last two - (2) years and current year interim:
A. Profit and Loss Statement
B. Balance Statement

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors? Check the appropriate response in the table below.

Yes		No	

If "Yes", vendor must:

4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

4.2.1.2 Provide the same information for any proposed subcontractors as requested in ***Section 4.1, Vendor Information***.

4.2.1.3 Business references as specified in ***Section 4.3, Business References*** must be provided for any proposed subcontractors.

4.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor; and

4.3 BUSINESS REFERENCES

4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

4.3.2 Vendors must provide the following information of ***every*** business reference provided by the vendor and/or subcontractor.

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:	
Company Name:	
Identify role company will have for this RFP project (check one): ☐ Vendor ☐ Subcontractor	
Project Name:	
Primary Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project /	

contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	

4.3.3 Vendors must also submit ***Attachment E, Reference Questionnaire*** to the business references that are identified in *Section 4.3.2.*

4.3.4 The company identified as the business reference must submit the Reference Questionnaire directly to the Purchasing Division.

4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in ***Section 8, RFP Timeline*** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and the degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

Vendors must include in their proposal response resumes for key personnel/staff to be responsible for performance of any contract resulting from this RFP.

5. COST

5.1 Vendors must provide detailed pricing for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated. Vendors must also state the discount percentage from their product line's price for other items. This discount percentage may be considered during the award of this contract. Percentage off balance of the line must be listed in the cost proposal. See Attachment H, Pricing Schedules.

6. PAYMENT

6.1 Upon review and acceptance by the State, payments for invoices are normally made within 45-60 days of receipt, providing all required information, documents and/or attachments have been received. This may vary by participating entity.

6.2 The State does not issue payment prior to receipt of goods or services.

6.3 The vendor must bill the State as outlined in the approved contract and/or payment schedule.

6.4 Vendors may propose an alternative payment option. Alternative payment options must be listed on ***Attachment B2, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP***. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

7. WRITTEN QUESTIONS AND ANSWERS

In addition to a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing regarding this RFP.

7.1 QUESTIONS AND ANSWERS

7.1.1 The RFP/RFQ Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at http://purchasing.state.nv.us/services/sdocs.htm. Select this RFP number and the "Question" link.

7.1.2 The deadline for submitting questions is as specified in ***Section 8, RFP Timeline***.

7.1.3 All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about the date specified in ***Section 8, RFP Timeline***.

8. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT).

TASK	*DATE/TIME*
Pre-Proposal Conference Trump International Towers, Las Vegas, NV 1:00 p.m. – 3:00 p.m.	February 23, 2011
Deadline for submitting questions	March 2, 2011 @ 2:00 PM
Answers posted to website	On or about March 18, 2011
Deadline for submittal of Reference Questionnaires	**No later than 4:30 PM on March 27, 2011**
Deadline for submission and opening of proposals	**No later than 2:00 PM on March 28, 2011**
Evaluation period (approximate time frame)	March 28 – May 13, 2011
Vendor Presentations (approximate time frame)	May 30 – June 3, 2011
Selection of vendor(s)/Send Letter(s) of Intent	On or about June 10, 2011
Execution of new contract	November 1, 2011

Contract roll-out/transition	November 1, 2011 – October 31, 2012

NOTES: ***These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.***

The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals.

9. PROPOSAL RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" as defined within ***Section 2, Acronyms/Definitions***.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with ***Section 9.3, Part I B – Confidential Technical and Section 9.5, Part III – Confidential Financial.*** Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on ***Attachment A, Confidentiality of Proposals and Certification of Indemnification***.

The remaining sections are Cost Proposal and Confidential Financial. Vendors may submit their proposal broken out into the three (3) sections as required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain a file that is an ***exact*** duplicate of the technical and cost proposals; the electronic files must follow the format and content section for the technical response and cost proposal. Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

9.1.1 All information is to be completed as requested.

9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.

9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.

9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.

9.1.5 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be placed immediately following the applicable RFP questions, statement and/or section and must be presented in a style/format that is easily distinguishable from RFP language. Exceptions/assumptions to this will be considered during the evaluation process.

9.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

9.1.6.1 Be submitted on recycled paper;
9.1.6.2 Not include pages of unnecessary advertising;
9.1.6.3 Be printed on both sides of each sheet of paper; and
9.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.

9.1.7 For purposes of address questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

9.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive (refer to NRS §333.311).

9.2 PART I A – TECHNICAL PROPOSAL

9.2.1 Submission Requirements

9.2.1.1 Technical proposal must include:

A. One (1) original marked "MASTER";

B. One (1) "MASTER" CD with the technical proposal contents only. The CD must be packaged in a case and clearly labeled with the RFP No., vendor's name and Part I A, Technical Proposal;

C. Twelve (12) identical copies; and

D. The technical proposal ***must not include*** confidential technical information (refer to ***Section 9.3, Part I B, Confidential Technical***) or project costs. **Please note:** Confidential information, cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.2 Format and Content

9.2.2.1 Tab I – Title Page – the title page must include the following:

A. Part I A– Technical Proposal for: "Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment"

B. Identify the band of services proposed upon, i.e., Wireless Voice Service, or Broadband Service, etc.

C. RFP No: 1907

D. Name and Address of the vendor

E. Proposal Opening Date: March 28, 2011

F. Proposal Opening Time: 2:00 PM

9.2.2.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.2.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.2.4 Tab IV – State Documents

The State documents tab must include the following:

A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.

B. Attachment A – Confidentiality of Proposal and Certification of Indemnification with an original signature by an individual authorized to bind the organization.

C. Attachment C1 – Vendor Certifications with an original signature by an individual authorized to bind the organization.

D. A copy of vendor's Certificate of Insurance identifying the coverages and minimum limits currently in effect.

E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements, if applicable.

F. Copies of applicable certifications and/or licenses.

9.2.2.5 Tab V – Attachment B1

The Technical Proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization must be included in this tab.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables in Attachment B1. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in Attachment B1

9.2.2.6 Tab VI – Section 3 - Scope of Work

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

9.2.2.7 Tab VII – Section 4 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in ***Section 4.2, Subcontractor Information,*** if applicable.

9.2.2.8 Tab VIII – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal response.

9.3 PART I B – CONFIDENTIAL TECHNICAL

Vendors only need to submit Part I B if the proposal includes any confidential technical information ***(Refer to Attachment A, Confidentiality of Proposal and Certification of Indemnification)***.

9.3.1 Submission Requirements, if confidential technical information is being submitted.

9.3.1.1 Confidential technical information must include:

A. One (1) original marked "MASTER"; and

B. Twelve (12) identical copies.

9.3.2 Format and Content

9.3.2.1 Tab I – Title Page – the title page must include the following:

A. Part I B – Technical Proposal for: "Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment"

B. Identify the band of services proposed upon, i.e., Wireless Voice Service, or Broadband Service, etc.

C. RFP No: 1907

D. Name and Address of the vendor

E. Proposal Opening Date: March 28, 2011

F. Proposal Opening Time: 2:00 PM

9.3.2.2 Tabs – Confidential Technical
Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

9.4.1 Submission Requirements

9.4.1.1 Cost Proposal must include:

A. One (1) original marked "MASTER";

B. Twelve (12) identical copies; and

C. One (1) CD with the cost proposal contents. The CD must be packaged in a case and clearly labeled with the RFP No, vendor's name and Part II – Cost Proposal.

9.4.1.2 The cost proposal must not be marked "confidential".

9.4.2 Format and Content

9.4.2.1 Tab I – Title Page – the title page must include the following:

A. Part II – Cost Proposal for: "Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment".

B. Identify the band of services proposed upon, i.e., Wireless Voice Service, or Broadband Service, etc.

C. RFP No: 1907

D. Name and Address of the vendor

E. Proposal Opening Date: March 28, 2011

F. Proposal Opening Time: 2:00 PM

9.4.2.2 Tab II – Cost Proposal

Vendor's response for the cost proposal must be included in this tab.

9.4.2.3 Tab III – Attachment B2 – Cost Proposal Certification of Compliance with Terms and Conditions of RFP

Vendors must include the cost proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization within this section.

9.5 PART III – CONFIDENTIAL FINANCIAL

9.5.1 Submission Requirements

9.5.1.1 Confidential financial information must include:

A. One (1) original marked "MASTER"; and

B. One (1) identical copy.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page – the title page must include the following:

A. Part III – Confidential Financial Proposal for: "Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment".

B. Identify the band of services proposed upon, i.e., Wireless Voice Service, or Broadband Service, etc.

C. RFP No: 1907

C. Name and Address of the vendor

D. Proposal Opening Date: March 28, 2011

E. Proposal Opening Time: 2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

A. Dun and Bradstreet Number

B. The completed Attachment F, State of Nevada Registration Substitute IRS Form W-9

C. The last two (2) years and current year interim:

1. Profit and Loss Statement
2. Balance Statement

9.6 PROPOSAL PACKAGING

9.6.1 If the separately sealed technical and cost proposals as well as confidential technical information and confidential financial documentation, marked as required in ***Section 9.6.4 and Section 9.6.7,*** are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:

Teri Smith **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFP NO:	1907
PROPOSAL OPENING DATE:	March 28, 2011
PROPOSAL OPENING TIME:	2:00 PM

FOR:	Wireless Voice Service, Wireless Data Service, Accessories and Equipment
VENDOR'S NAME:	

9.6.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

9.6.3 Proposals ***must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline.*** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

9.6.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail, or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail, or written notice provided such notice is received prior to the opening of the proposals.

9.6.5 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1907
PROPOSAL COMPONENT:	PART I A –TECHNICAL
PROPOSAL OPENING DATE:	March 28, 2011
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wireless Voice Service, Wireless Data Service, Accessories and Equipment
VENDOR'S NAME:	

9.6.6 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1907
PROPOSAL COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL
PROPOSAL OPENING DATE:	March 28, 2011
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wireless Voice Service, Wireless Data Service, Accessories and Equipment
VENDOR'S NAME:	

9.6.7 The cost proposal shall be submitted to the State in a sealed package and he clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1907
PROPOSAL COMPONENT:	PART II – COST
PROPOSAL OPENING DATE:	March 28, 2011
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wireless Voice Service, Wireless Data Service, Accessories and Equipment
VENDOR'S NAME:	

9.6.8 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1907
PROPOSAL COMPONENT:	PART III – CONFIDENTIAL FINANCIAL INFORMATION
PROPOSAL OPENING DATE:	March 28, 2011
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wireless Voice Service, Wireless Data Service, Accessories and Equipment
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's proposal response.

10.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:

- Reasonableness of cost
- Demonstrated competence
- Experience in performance of comparable engagements
- Conformance with the terms of this RFP
- Expertise and availability of key personnel

Note: Financial stability will be scored on a pass/fail basis

- Presentations – Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation

committee or other State staff, as applicable. The State, at its option, may limit participation in vendor presentations based on scoring. NOTE: The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposal.

Proposals shall be kept confidential until a contract is awarded.

10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5).

10.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.

10.4 Clarification discussions may, at the state's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

10.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

10.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (refer to NRS §333.700).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B1, Technical Proposal Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented

in Attachment B1. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.

11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.

11.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at http://purchasing.state.nv.us.

11.1.5 The failure to separately package and clearly mark ***Part I B and Part III*** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.

11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).

11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).

11.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.

11.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.

11.1.11 Alterations, modifications, or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

11.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

11.1.13 Proposals from employees of the State of Nevada will be considered if they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.

11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(2).

11.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.

11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS §333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B1, Technical Proposal Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in Attachment B1. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.2.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.

11.2.2 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all

contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

11.2.3 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

11.2.4 Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the attached Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described within this RFP. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

11.2.5 The State will not be liable for Federal, State, or Local excise taxes per NRS §372.325.

11.2.6 Attachment B1 and Attachment B2 of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered.

11.2.7 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

11.2.8 Local governments (as defined in NRS §332.015), are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

11.2.9 Any person who requests or who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

11.2.10 Pursuant to NRS §613 in connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

11.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B1, Technical Proposal Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in Attachment B1. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.3.1 Award of Related Contracts

11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.2 Products and/or Alternatives

11.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

11.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

11.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.

11.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

11.3.4 Inspection/Acceptance of Work

11.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

11.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

11.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

11.3.5 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

11.3.6 Right to Publish

No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the State.

12. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I A– Technical Proposal Submission Requirements		**Completed**
Required number of Technical Proposals per submission requirements		
One (1) CD with contents of the Technical Proposal only		
Required Information to be submitted with Technical Proposal under the following tabs:		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information	
Tab IV	State Documents	
Tab V	Attachment B1 – Technical Proposal Certification of Compliance	
Tab VI	Section 3 - Scope of Work	
Tab VII	Section 4 - Company Background and References	
Tab VIII	Other Informational Material	
Part I B – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
One (1) CD with contents of the Cost Proposal only		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment B2 – Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
REFERENCE QUESTIONNAIRE REMINDERS		
Send out Reference Questionnaires for Vendor (with Part A completed)		
Send out Reference Questionnaires for proposed subcontractors (with Part A completed, if applicable)		

ATTACHMENT A
CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked "**Part I B Confidential Technical**" and "**Part III Confidential Financial**".

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in ***Section 2 "ACRONYMS/DEFINITIONS."***

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	
Proposal Section & Page #	**Justification for Confidential Status**		

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT B1
TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

_____
Company Name

_____
Signature

_____ _____
Print Name Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

ATTACHMENT B2
COST PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

_____
Company Name

_____
Signature

_____ _____
Print Name Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be provided)

ASSUMPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be provided)

This document must be submitted in Tab III of vendor's cost proposal.
This form MUST NOT be included in the technical proposal.

ATTACHMENT C - VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.

(7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal response are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D
WSCA MSA CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal responses.

All vendors are required to submit a Certificate of Insurance in *Tab IV, State* Documents of the technical proposal identifying the coverages and minimum limits currently in effect.

Please pay particular attention to the insurance requirements, as specified in Paragraph 26.

WSCA MSA
Contract.doc

If you are unable to access the above inserted file, please contact Nevada State Purchasing at srvpurch@purchasing.state.nv.us for an emailed copy.

ATTACHMENT E
REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor **MUST** complete Part A of the Reference Questionnaire.
2.	Proposing vendor **MUST** send the following Reference Questionnaire to **EACH** business reference listed for completion of Part B, Part C and Part D.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Attention: Nancy Feser Email: srvpurch@purchasing.state.nv.us Fax: 775-684-0188
4.	The completed Reference Questionnaire **MUST** be received no later than **4:30 PM PT March 25, 2011**
5.	Business references are **NOT** to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

Reference Questionnaire.doc

If you are unable to access the above inserted file, please contact Nevada State Purchasing at srvpurch@purchasing.state.nv.us for an emailed copy.

ATTACHMENT F
STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9

The completed form must be included in Tab II, Financial Information and Documentation of the ***Part III – Confidential Financial*** proposal submittal.

W-9 Form and Instructions

If you are unable to access the above inserted file, please contact Nevada State Purchasing at srvpurch@purchasing.state.nv.us for an emailed copy.

ATTACHMENT G
REPORT/ADMINISTRATION FEE
FORMAT AND SCHEDULE

Reporting Format
and Schedule.doc

Lines of Service
Report.xls

Accessories,
Equipment, and Devi

If you are unable to access the above inserted files,
please contact Nevada State Purchasing at
srvpurch@purchasing.state.nv.us
for an emailed copy.

ATTACHMENT H
PRICING SCHEDULES

wireless pricing.xls

bband pricing.xls

accessory pricing.xls

If you are unable to access the above inserted files, please contact Nevada State Purchasing at srvpurch@purchasing.state.nv.us for an emailed copy.

ATTACHMENT I
MODEL PARTICIPATING ADDENDUM

Model PA.doc

If you are unable to access the above inserted file, please contact Nevada State Purchasing at srvpurch@purchasing.state.nv.us for an emailed copy.

ATTACHMENT J
CURRENT CONTRACT PARTICIPATION

It is anticipated that most, if not all, states currently participating on these contracts will also participate on the new contracts. Additionally, the State of Montana has signed an Intent to Participate. Additional states may be added with the consent of the contractor and Lead State through execution of a Participating Addendum.

WSCA Contract
Sales - Using States.p

If you are unable to access the above inserted file, please contact Nevada State Purchasing at srvpurch@purchasing.state.nv.us for an emailed copy.

ATTACHMENT K
STATES UNIQUE TERMS AND CONDITIONS

Specific Terms and Conditions related to some states are embedded below. All States reserve the right to add any State specific terms and conditions to any resultant participating addendums signed in response to award(s) based from this procurement.

Oregon Terms and Conditions.DOC

State of Montana Terms and Conditions

If you are unable to access the above inserted files, please contact Nevada State Purchasing at srvpurch@purchasing.state.nv.us for an emailed copy.

ATTACHMENT L

PRE-REGISTRATION FORM
FOR RFP 1907
WIRELESS VOICE SERVICE, WIRELESS BROADBAND SERVICE, ACCESSORIES AND EQUIPMENT (WSCA)

PRE-PROPOSAL CONFERENCE

February 23, 2011
1:00 p.m. – 3:00 p.m.

Trump International Towers – Broadway Room
2000 Fashion Show Drive
Las Vegas, NV
(702) 476-7207
(signage will be provided in the foyer)

In order to reserve a space for participation this form must be completed and returned no later than February 18, 2011

Return completed form to:
Nevada State Purchasing Division
Attn: Teri Smith
Email: tlsmith@purchasing.state.nv.us
Fax (775) 684-0188

Limited to two (2) attendees per company

Name of Company represented:	
1. Name of person attending pre-proposal conference:	
Phone Number:	
Fax number:	
Email:	
2. Name of person attending pre-proposal conference:	
Phone Number:	
Fax number:	
Email:	

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Greg Smith
Administrator

SUBJECT: Amendment No. 1 to Request for Proposal No. 1907

DATE OF AMENDMENT: February 7, 2011

DATE OF RFP RELEASE: February 3, 2011

DATE AND TIME OF OPENING: March 28, 2011 @ 2:00 P.M.

AGENCY CONTACT: Teri Smith, Purchasing Officer

The following shall be a part of RFP No. **1907** for ***Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment (WSCA).*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

The last paragraph of section 1.1 of RFP 1907 currently states:

The contract term will be for a four (4) year period beginning November 1, 2012 through October 31, 2015, with the option to extend for an additional two (2) years beyond the initial contract term at the discretion of the lead State or as determined in the best interest of the lead State and WSCA, subject to mutual written acceptance. It is anticipated that this procurement will result in multiple awards.

The paragraph shall be replaced in its entirety with the following:

The contract term will be for a four (4) year period beginning November 1, 2012 through October 31, 2016, with the option to extend for an additional two (2) years beyond the initial contract term at the discretion of the lead State or as determined in the best interest of the lead State and WSCA, subject to mutual written acceptance. It is anticipated that this procurement will result in multiple awards.

In section 8 of RFP 1907, RFP Timeline, the Deadline for submittal of Reference Questionnaires is changed to the following: **No later than 4:30 PM on March 25, 2011.**

Please note that the deadline on the Reference Questionnaire is correct.

ALL ELSE REMAINS THE SAME FOR RFP 1907.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR _____

AUTHORIZED SIGNATURE _____

TITLE _____ DATE _____

RFP 1907 Amendment #1

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Greg Smith
Administrator

SUBJECT:	Amendment No. 2 to Request for Proposal No. 1907
DATE OF AMENDMENT:	March 22, 2011
DATE OF RFP RELEASE:	February 3, 2011
DATE AND TIME OF OPENING:	~~March 28, 2011 @ 2:00 p.m.~~ April 4, 2011 @ 2:00 p.m.
AGENCY CONTACT:	Teri Smith, Purchasing Officer

The following shall be a part of RFP No. ***1907*** for ***Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment (WSCA).*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

The opening date and time will be extended until Monday, April 4, 2011 @ 2:00 P.M. (PST).

The deadline for submittal of Reference Questionnaires will be extended until 4:30 P.M. Friday, April 1, 2011.

The following definition shall be added to Section 2 of RFP 1907:
Participating Entity shall be any Department, Division or Agency of the State of Nevada, participating NASPO/WSCA states, and authorized local entities.

The following states' unique Terms and Conditions shall be added to Attachment K of RFP 1907:

Utah Terms and Conditions.doc

Arizona Terms and Conditions.doc

Arizona Uniform Terms and Conditions

QUESTIONS AND ANSWERS:

1. What type of devices will the Wireless services be supporting? Smart Phones, Satellite systems etc.

   Wireless devices such as cell phones, notebooks, netbooks, etc. Satellite systems do not fall within the scope of this RFP.

2. Will carriers who only provide service in only a single state be considered for potential contract award? I represent a company based in Alaska. We provide telecommunications services, including wireless voice and wireless broadband, throughout the state of Alaska. We are potentially interested in the RFP no 1907 as the State of Alaska is a participating member of WSCA. If we are to submit a proposal, it would contain the limitation of Alaska only. No other WSCA member State would be able to purchase from us. The intention is to provide a competitive purchasing vehicle for those eligible agencies in Alaska only. Would this limitation disqualify us?

   This limitation does not disqualify your company.

3. On the previous WSCA Agreement, pricing was defined as a percentage discount off standard retail rates. The current RFP and associated pricing worksheets do not include this type of pricing. Are vendors allowed to propose a percentage discount off standard retail rates?

   Vendors can propose a percentage discount off standard retail rates, but must also provide pricing as requested.

4. Are vendors required to include exceptions to States Unique Terms & Conditions (Oregon & Montana, Attachment K) as part of our response or will these State Unique Terms and Condition be addressed between the awarded bidders and the individual States upon notification of award?

   Vendors should include exceptions to those unique terms and conditions as a part of their proposal, clearly stating which state's terms and conditions the exceptions apply to. These exceptions will not necessarily be considered during the evaluation process. Exceptions to a State's unique terms and conditions will be addressed between the awarded vendor(s) and the individual participating entity.

5. Section 3.2.2 states that "All changes/reductions to current agreement pricing shall be formalized by an Agreement Amendment..." To clarify, is this section requiring an amendment for all ongoing changes in rate plans, products and services that are regular adjustments and updates to a vendor's portfolio? Or is the intent of Section 3.2.2 to formalize by written amendment changes in contractual language in the Master Agreement including, but not limited to, changes in the percentage discount offered on services, a change in the scope of products offered under the contract and/or introduction of new technologies with additional product terms.

   The intent of this section is to formalize by written amendment changes in contractual language in the Master Agreement including, but not limited to: changes in the percentage discount offered on services; a change in the scope of products offered under the contract; and/or introduction of new technologies with additional product terms. When new technologies are introduced, the discount structure that applies to the new technology must be approved.

6. Existing statewide and local agency Participating Addendums (PA) under the existing WSCA Master Price Agreement #1523 expire on 10/31/2012. Is WSCA contemplating a transition period during which new Participating Addendums (or amendments to existing

Participating Addendums) can be executed under the new WSCA Master Agreement awarded as a result of RFP No. 1907?

The intent is to award new contracts as of October 31, 2011. This will allow for any awarded current vendors to transition existing customers to the new contract, and will also allow for any new vendors to begin executing Participating Addendums immediately, with all executions completed by October 31, 2012.

7. Are vendors permitted to submit their own W-9 form in lieu of the W-9 included in the RFP, Attachment F?

Yes. In addition, when a participating entity executes a Participating Addendum, vendors may be required to register within that State and provide and additional W-9 for each Participating Addendum executed.

8. Regarding Section 4.3, are subcontractors required to submit business references?

Yes. Please see Section 4.2.1.3 of the RFP.

9. Will this Bid allow a vendor to submit a bid for replacement aftermarket batteries (Non-OEM) as the only line items bid?

Yes, as long as warranties meet the requirements of the RFP.

10. Section 1 Project Overview Section; Participation by 50 states is listed, but District of Columbia is not mentioned. Will District of Columbia be allowed to participate?

Yes.

11. Section 3.2.3 Administrative Fee Payment Schedule and Attachment G. In this section the administrative fee is to be paid within 60 days after the end of the quarter, but in Schedule G the schedule for payment is the 15 day of the second calendar month after the end of the quarter. Please explain the difference.

Schedule G is correct. "Quarterly sales reports are sent by 15th day of second calendar month after end of calendar quarter (the same schedule outlined below for the admin fee checks)"). This schedule applies only to the WSCA administrative fee. Schedules for any administrative fees payable to any individual participating entities will be agreed upon by the awarded vendor and the participating entity.

12. Section 4.2.1.4 Subcontractor Information Appears that some words were deleted at the end of this requirement. Please clarify and provide the requirement in its entirety.

Section 4.2.1.5 shall be added and shall read:
Vendor must notify the participating entity of the intended use of any subcontractors not identified within their original proposal response and provide the information originally requested in the RFP in Section 4.2, Subcontractor Information. The vendor must receive participating entity approval prior to subcontractor commencing work.

13. 9.1.5 and 9.2.2.6 General Submission Requirements and Tab VI-Section 3-Scope of Work. Please clarify that the vendor can submit responses in a different style/format of

their choosing than the RFP requirement. Section 9.1.5 basically states that this is acceptable; however, Section 9.2.6 states that responses are to be in bold/italics. Responses in bold/italics will be very difficult for the proposal reviewers and evaluators to read.

Vendor responses must be presented in a style/format that is easily distinguishable from RFP language. For consistency purposes, bold/italics is preferred. Exceptions/assumptions to this will be considered during the evaluation process.

14. Attachment B1 Certification of Compliance with T&C of RFP. If we have a few exceptions to we respond and we have noted those exceptions on this attachment would we respond that we comply with the terms & conditions in the RFP or that we do not comply with the terms & conditions of the RFP.

Vendor response must indicate non-compliance with the terms and conditions of the RFP and propose alternate language.

15. Attachment D WSCA MSA Contract Form. New Attachment D is more similar to the existing "Independent Contract for Services" than the existing Attachment DD. The vendors need a true, customer facing contract document that spells out the terms and conditions applicable to the relationship. This Attachment D appears to be Nevada-specific (again, much like last round's Independent Contract). We believe that the existence of a set of terms and conditions that are Nevada-specific creates significant confusion that can be avoided by having Nevada sign its own, separate PA. That PA would incorporate the more broad terms and conditions, much like Attachment DD today. Please clarify.

The terms and conditions contained in Attachment D are not intended to be Nevada specific; however, the solicitation is required to be done under the lead state's statutes, and therefore, Nevada Revised Statutes are cited. Nevada will sign a separate Participating Addendum once the contracts have been executed.

16. Section 2 Definitions. Certain definitions require some clarification. Under the existing contract, there is WSCA, Participants (entities that execute a PA), Participating Entities (entities that participate under a PA signed by a separate Participant), and End Users (the CRUs and IRUs, collectively, for a Participating Entity). Under the new RFP, you have defined Customer, State, Subscriber and User, but not all the terms referenced above. There is a certain amount of overlap between these various definitions and we believe it is important to clearly define these roles (for example "State" means Nevada "and any agency identified herein". Does that mean Nevada agency or ANY agency? Can WSCA provide this clarification?

Definitions in this RFP are the only definitions to be considered. The definitions for Customer, State, Subscriber and User shall mean any department, division, agency of participating NASPO/WSCA states, authorized local entities, and authorized employees thereof, where applicable.

17. Sections 3.5.9 and 3.5.15 Detailed coverage maps. Will certain elements of our response, particularly our detailed network maps and technology migration plans, be kept confidential?

If this information is considered a trade secret as defined by NRS §333.020(5)(a), it should be included in the vendor's confidential technical response. Please see Section 9.3 of the RFP.

18. Section 3.6.15 Please clarify what is meant by "the ability to provide wireless data services for any equipment that has wireless voice capability."

Cell phones that are capable of sending and receiving data. On reconsideration, we will accept devices that can provide either (i.e. Netbooks with no voice; cell phones with no data) but this must be delineated when presented to participating entities.

19. Section 3.5.14 Please clarify what is meant by this section, particularly with respect to the clause "additional charges or fees". Is WSCA expecting that trial programs be provided free of charge? Or are the vendors allowed to charge their standard, contractual charges as applicable?

WSCA is requesting a free trial period from vendors.

20. In regards to the E-Rate pricing that is requested in the proposal. What is the average E-Rate percentage that needs to be calculated across all sites that are comprised in the State of Nevada network?

This is unknown.

21. Which companies are the current providers of the State of Nevada voice, internet, cell phone and broadband services at this present time?

The State of Nevada participates on the current WSCA Wireless contracts with AT&T Mobility, Sprint Solutions, T-Mobile, and Verizon Wireless.

22. How many voices lines are comprised on the State of Nevada network ? What is the current delivery type of the voices services (POTS, PBX,Internet)?

This is unknown.

23. What is the estimated number (+or-) Wireless Broadband lines currently or anticipated for the State of Nevada network? Will this be the first implementation of wireless broadband for the State of Nevada network?

This is unknown.

24. What is the estimated number of State of Nevada employees in 2011? What is the current policy for providing cell phone to State of Nevada employees?

There are roughly 16,000 state employees in Nevada. Each department/agency writes their own policy for providing cell phones to employees and their usage. This will also vary from participating entity to participating entity throughout the states.

25. In regards to customer care support. What level of customer service support is the State of Nevada seeking Tier 1, Tier 2 or Tier 3. What hours and days per week should the vendor be prepared to provide to the State of Nevada?

It is expected that all levels of customer service support are available to all participating entities. It is also expected that some level, but not necessarily all levels, of support be available 24/7. Vendors should clearly define the levels of support each tier constitutes within their response.

26. In regards to current voice and broadband network design. Are any of the services currently terminated within a data centers? If so are the data centers owned by the State of Nevada or leased space from major carriers such as Level 3, Quest or NAP's like Switch?

This is unknown.

27. How many voicemail boxes are being requested for network?

This is unknown.

28. Is the State of Nevada looking for improvement in network security to be implemented on network with these requested changes?

This is unknown.

29. In attempting to estimate administrative fees to be paid to Western States. What is the current monthly billing amount for each category of existing voice and wireless broadband services?

The information provided in Attachment J of the RFP is the most current and complete information that can be provided.

30. At section 4.1.4, can you please confirm what licensing would be required? besides my business license, and certificate of insurance.

It is the proposing vendor's responsibility to research and comply with license that is required of a vendor to provide the services/equipment contemplated within RFP 1907.

31. For the accessories (band3) the pricing sheet and cost analysis ask for discount percent off. Is this off of MSRP or off vendor current pricing? Each vendor's current pricing is already going to be a different percent off MSRP. In order to make comparisons of percent off on an equal basis, is it possible that vendors list Discount Percent off for MSRP & current pricing (to be listed as MSRP / current pricing) so that evaluators can see how much vendor's pricing is off of MSRP.

Yes.

32. Reference 3.1.4- It appears that the E-rate program would apply to vendors providing wireless service, but it does not appear that it would apply to vendors providing

accessories (band 3). Are vendors participating in only Band 3 be required to commit to participate in this program as well?

The E-Rate program provides discounts to assist most schools and libraries to obtain affordable telecommunications and internet access. It is not believed to be intended for accessories.

33. Reference 3.2.3 - This section refers to administrative fees required by WSCA or non-WSCA states in addition to the WSCA administrative fee. It states that "The Contractor(s) may adjust SES (Service Equipment Schedule) pricing accordingly for purchases made by procuring agencies within jurisdiction of the state." Question- For vendors participating in Band 3 for Accessories and Equipment only, we don't necessarily have a SES. Can these vendors adjust pricing as specified in our pricing sheet accordingly as is being allowed for service providers?

Yes, but this should be clearly defined.

34. In accordance with section 3.1.1 Scope of Work Vendors may choose to submit a proposal on any or all listed services and/or equipment. Vendor must submit separate binders identifying compliance with each band. For Vendors proposing multiple bands this requirement could amount to 84+ binders being provided to WSCA for review. In accordance with section 9.1.6 and the State of Nevada's continuing efforts to reduce solid waste and further recycling efforts, would WSCA accept one Technical Section containing the appropriate Tabs for each band, One Cost Section containing the appropriate Tabs for each band and one Confidential Financial binder in order to reduce environmental impacts and support Vendor green initiative objectives if a Vendor should choose to respond to multiple bands.

Yes.

35. It was stated at the 2/23 pre-proposal meeting that Public Sector Associations or other cooperatives with members are allowed to sign a PA with Wireless Contractors. 1.a Please describe the type of Association or Cooperative that is eligible to sign a WSCA PA. 1.b Is the intent that the Associations would be able to purchase on a CL and IL basis for their Association and/or members use? 1.c Would WSCA allow wireless contractors to customize Terms & Conditions and/or pricing for specific entities, such as non-profit organizations? For example, removal of early termination fee waivers.

This will vary by State and must be addressed on a case by case basis.

36. It was stated at the 2/23 pre-proposal meeting that Contractors can sign PA's directly with non-profits in States that do not prohibit such a practice. .a Assuming there is no State law prohibition, is there any limitation on the type of non-profits that will be eligible to sign a PA? Will WSCA allow Wireless Contractors to restrict certain types of non-profits? b Do eligible non-profit entities have the same right to sign PA's as a local governments (e.g., City or County) in States that have a State level PA but do not define non-profits as eligible or in States without a State level PA?

This will vary by participating entity and must be addressed on a case by case basis.

37. It was stated at the 2/23 pre-proposal meeting that WSCA will consider accommodating contract survivability for the purpose of E-Rate funding. Will WSCA allow Wireless Contractors to sign PA's and/or E-Rate agreements under the terms of the WSCA Master Agreement with termination dates that are coterminous with the E-Rate funding years (July 1 – June 30) up to eight months beyond the then effective termination date of the WSCA Master Agreement?

If the Participating Addendum is signed prior to current contract termination, it will survive.

38. Section 3.5 How do you specifically wish for us to showcase our coverage offering? Will % of area covered, % of population covered, Total pops covered or type of service that covers each state suffice? (3.5.7)

Offerings should provide complete and detailed information in as clear and straightforward format as possible.

39. Section 3.5.8 states no roaming/in-network voice services; where there are no roaming charges and rely on partner network to offer the best user experience can we show total coverage mapping (company owned and partner) for each State?

Yes.

40. Please elaborate on specifically what is needed for section 3.5.12, nationwide, states, etc?

Provide detailed plans and timelines of what your company is doing to improve coverage in any area where you currently have 50% or less coverage.

41. For section 3.5.13 the ask is to identify "basic" equipment provided for standard operations; would it be appropriate to offer a "basic" / "preferred" option, or "good", "better", "best", so long as it's clearly identified and articulated appropriately?

Yes. All warranty requirements will apply.

42. Section 3.5.25: Please confirm you are looking for specific detail and pricing on how we will augment in-building coverage (product solution and/or services based).

Correct.

43. Section 3.6:_ This section has all the same questions as 3.5 only for data. Is it imperative we assume this needs to be separated within our response?

Correct.

44. In section 3.6.20, please elaborate. Is the need to truly define all devices not supported on our network or if we should highlight a few key related devices not support or devices which we don't stock or have access through partner networks, etc.

Please highlight a few key related devices not supported or devices which you don't stock or have access through partner networks, etc.

45. Attachment H pricing documents. Do you want all three of the BANS cost pricing in one pricing document or would you like separate voice, broadband and accessories pricing documents; if we will be proposing a bid for all three BANS.

We would prefer one for each band.

46. Reporting Due to CPNI issues may we create a separate IL report for the Individual Liable lines on the WSCA contract showing the gross Lines, gross Minutes, gross spend for each quarter? Due to CPNI limitations we are unable to provide information on IL lines such as customer name, address, mobile number etc?

WSCA does not require customer information on IL accounts; reports on these accounts should include spend only.

47. What information do you want in the following columns in the line and equipment reports?

Column #	22	28	29	30	31	32
Field Size	8	30	1	1	60	60
Vendor Name	UNSPSC Commodity	VAR/Reseller/ Distributor Name	Recycling		Optional – Category Description	Optional-Class Detail

These can be left blank and will be addressed with awarded vendor(s) in the future. The column should be left, but can be blank where no information is available.

ALL ELSE REMAINS THE SAME FOR RFP 1907.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR _____

AUTHORIZED SIGNATURE _____

TITLE _____ **DATE** _____

RFP 1907 Amendment 2

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

For Purchasing Use Only:
RFP/CONTRACT # 1907

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City, NV 89701
Contact: Teri Smith, Purchasing Officer
Phone: (775) 684-0178 • Fax: (775) 684-0188
Email: tlsmith@purchasing.state.nv.us

and

Sprint Solutions, Inc.
as contracting agent for the affiliated Sprint and Nextel entities providing the Products and Services
12502 Sunrise Valley Drive
Reston, VA 20196
Mailstop: VARESA0208
Contact: Michaela Clairmonte - Manager, Contract Negotiations & Management
Phone: (703) 433-8581 • Fax: (703) 433-8798
Email: michaela.clairmonte@sprint.com

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance ("WSCA") is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

The State of Nevada has been authorized by WSCA to negotiate a Master Agreement as Lead State, for and on behalf of WSCA and its Members.

In consideration of the above premises, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Western States Contracting Alliance Directors.
2. DEFINITIONS.
"WSCA" means the Western States Contracting Alliance.

"State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307.
"Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this Contract, or who have executed a Participating Addendum.
"Participating Entity" means a state, or other legal entity authorized by a state, that is authorized to enter and does enter into a Participating Addendum under this Contract. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract, subject to the review of the Chief Procurement Official of the State in which the potential Participating Entity is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.
"Buyer" means any WSCA Participating State, a Participating Entity, any authorized agency or political subdivision of a Participating State, or any authorized non-profit entity that makes a purchase under this contract, either pursuant to its own Participating Addendum or by making purchasing under another entity's Participating Addendum. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract or make purchases under this Contract pursuant to another entity's Participating Addendum, subject to the review of the Chief Procurement Official of the State in which the potential Buyer is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.
"Contract" means this Master Service Agreement for Services of Independent Contractor, together with all documents incorporated herein.
"Contractor" and/or "Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA or a Participating Entity under the terms and conditions set forth in this Contract.
"Solicitation" means RFP #1907 incorporated herein as Attachment BB.
"Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This Contract shall be effective upon WSCA Directors' approval as set forth on the signature page of this Contract, to October 31, 2016 ("Initial Term"), with the option to extend for an additional two (2) years beyond the Initial Term at the discretion of the Lead State or as determined in the best interest of the Lead State and WSCA, subject to mutual written acceptance of the parties, unless sooner terminated by either party as specified in paragraph (4) or paragraph (21). Lead State shall provide Contractor with notice of its intent to exercise the extension at least 90 days prior to the expiration of the Initial Term. Each Participating Addendum executed in connection with this Contract shall be effective from its corresponding effective date. A Participating Addendum shall not exceed the term or scope of this Contract.
4. CANCELLATION OF CONTRACT FOR CONVENIENCE; NOTICE. Unless otherwise stated in the special terms and conditions, any Contract entered into as a result of the Solicitation may be canceled for convenience by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel for convenience its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, Contractor's rights of payment for

goods/services delivered and accepted, WSCA's rights to payment of administrative fees through the effective date of cancellation (but not for periods after the effective date of cancellation or termination), and each party's rights attending any warranty or default in performance in association with any order. Cancellation of the Contract due to default of either party shall be in accordance with Section 21 herein. (b) Notice. All notices must be in writing Notices required under this Agreement must be submitted in writing to the party's address for notice listed in this Agreement or an Order and, in the case of a dispute, notices must also be sent to:

Sprint: Attn: Legal Dept. – Public Sector 12502 Sunrise Valley Drive Reston, VA 20196	**Customer**: Attn: Teri Smith, Purchasing Officer Department of Administration 515 E Musser Street, Room 300 Carson City, NV 89701

5. INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE. The Contract consists of this document entitled Master Service Agreement, together with the following incorporated documents: Contractor's Special Terms and Conditions, the Solicitation, the Contractor's Response. To participate in the Contract each Participating Entity must do so pursuant to a Participating Addendum either as a signatory thereto or as an eligible Buyer under the applicable Participating Addendum. The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

In the event of any conflict between the terms and conditions of any of the documents comprising, related to, or participating in the Contract, the following order of precedence will control:

1. The applicable Participating Addendum;
2. The Master Service Agreement;
3. The Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB);
5. The Contractor's Response (Attachment CC);

Neither the Special Terms and Condition, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. RESERVED

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. RESERVED

9. BID SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment CC; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

10. RESERVED

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at the cost for each service as set forth in the Contractor's Special Terms and Conditions (Attachment AA). WSCA does not guarantee to purchase any amount under this Contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which early payment discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. Neither WSCA nor the Lead State is liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail or payments may be made via a Buyer's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State or Participating Entity is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor agrees to be responsible for payment of any government obligations relating to Contract performance that are owed to Lead State or a Participating Entity that are not paid by Contractor's subcontractors during performance of this Contract. The Lead State Nevada may set-off against consideration due any delinquent government obligation in accordance with applicable law, including, but not limited to NRS 353C.190.

(a) Taxes Not Included. Contractor's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Contractor is posted on the Rates and Conditions Website (http://www.sprint.com/ratesandconditions).

(b) Withholding Taxes. Notwithstanding any other provision of this Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any

amount due to Contractor, Customer must notify Contractor in writing. Contractor will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Contractor will not be less than the amount Contractor would have received without the required deduction or withholding.

(c) Tax Exemptions and Exclusions. Contractor will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Customer will not be responsible for payment of Contractor's direct income and employment taxes.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Unless otherwise provided by state law or in a Participating Addendum, States incur no financial obligations on behalf of political subdivisions that are Participating Entities under this Contract. Unless otherwise specified in the Solicitation or the Participating Addendum, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS, WSCA ADMINISTRATIVE FEE. As more fully described in the Solicitation and Response and in accordance with the Contractor's Special Terms and Conditions (Attachment AA), the Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating Entity. This information will be utilized in computing and verifying the administrative fee payable to WSCA. Contractor shall pay an administrative fee of 1/10th of 1% (one-tenth of one percent) of the total wireless spend to WSCA.

17. DELIVERY. The prices bid shall be the delivered price to any Buyer. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in Attachment CC. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this Contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to correct them without charge. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP)

full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, during Contractor's normal business hours, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, upon reasonable prior written notice, by the following entities, (at such entities' sole cost and expense): WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives, and the authorized equivalent agencies of a Participating State or Participating Entity (collectively the "Auditing Authorities."). All subcontracts shall reflect requirements of this paragraph. Due to the highly sensitive and proprietary nature of Contractor's records, any third party auditor action on behalf of one or more of the Auditing Authorities shall be subject to prior approval by Contractor, and the third party auditor may be required at Contractor's sole discretion to execute the Contactor's standard non-disclosure agreement prior to examining, inspecting, copying or auditing Contractor's records. Such non-disclosure agreement shall not prohibit disclosure to or the Auditing Authorities or discussion between the third party auditor and the Auditing Authorities for the purpose of complying with section. Records available for audit shall be limited to records for the period of time since the auditing entity last performed an audit of that type of records. An audit by or on behalf of WSCA does not preclude a Participating Entity from performing its own audit.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if Contractor has received prior written notice that any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when Contractor has been provided prior written notice that an audit is scheduled or is in progress, for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. CONTRACT TERMINATION; REMEDIES. Any of the following events shall constitute cause to declare a default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. The non-defaulting party shall issue a written notice of default providing a period in which the defaulting party shall have an opportunity to cure. The defaulting party shall be allowed thirty (30) calendar days to cure a default before this Contract is terminated for default, unless the default poses a substantial risk to human health or safety, in which case a commercially reasonable shorter cure period may be set by the non-defaulting party (which shall be no less than five (5) business days). In the event the default poses an imminent and substantial risk to human health or safety, the non-defaulting party may suspend use or operation of the products and services before the time for cure has expired. Time allowed for cure shall not diminish or eliminate the defaulting party's liability for damages. If the default remains, after the defaulting party has been

provided the opportunity to cure, the non-defaulting party may do one or more of the following: (1) exercise any remedy provided by law or by the terms of this Contract; (2) terminate this contract and any related contracts or portions thereof; and/or (3) WSCA may suspend Contractor from receiving future bid solicitations.

22. REMEDIES NOT EXCLUSIVE. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation $125 per hour for attorneys employed by the Lead State. The Lead State and any Participating State may set off consideration against any unpaid obligation of Contractor to that State or any of its departments, agencies or political subdivisions, to the extent allowed by law, including, for the Lead State, a setoff in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment by the Lead State or any of its agencies pursuant to a Participating Addendum entered into by the Lead State under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 125% of the contract maximum "not to exceed" value between Contractor and the applicable individual Buyer; provided, however, that if no "not to exceed" value is specified then Contractor's maximum liability shall be one million dollars ($1,000,000). Contractor's tort liability shall not be limited, except for the following limitations, which limitations shall apply to any claims or causes of action, whether based on contract, in tort, or based on any other legal theory:

i. For any claims whatsoever arising from or related to service disruption, regardless of the causes ("Service Disruption"), Contractor's sole liability is limited to a credit allowance equal to the proportionate charge to the Buyer for the period of the Service Disruption. Service Disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.

ii. In no event is Contractor liable for any consequential, special, incidental, indirect, exemplary or punitive damages, nor for lost profits, loss of business, loss of data, loss of use, or lost savings or increased cost of operations, sustained by WSCA, a Participating Entity, a Buyer or any other end user in connection with this Contract.

24. FORCE MAJEURE. Neither party to this Contract shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

25. INDEMNIFICATION.

25.1 Contractor's Obligations to WSCA. To the fullest extent permitted by law, Contractor shall indemnify and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all third party claims for damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, relating to personal injury, death or damage to tangible personal

property that resulted from the negligence or willful misconduct of Contractor, its officers, employees and authorized agents.

25.2 Contractor's Obligations to Participating Entities (excluding authorized non-profit entities). The Contractor shall indemnify and defend Participating Entities and their officers, agencies and employees, from and against all third party claims for damages, losses and expenses, including reasonable attorney's fees, relating to personal injury, death or damage to tangible personal property that resulted from the negligence or willful misconduct of the Contractor, its officers, employees and authorized agents. Notwithstanding anything in this Contract to the contrary, Contractor's indemnification obligations with respect to Participating Entities that are authorized non-profit entities (and such Participating Entities indemnification obligations with respect to Sprint) shall be as set forth in Section 11 of Attachment AA.

25.3 Exception. Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers, agencies and authorized agents.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Unless different or additional insurance is required pursuant to the terms of a Participating Addendum, Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Addendum.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this Contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

1) Contractor shall provide proof of worker's compensation insurance.
2) Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

1) Minimum Limits required:
   $2,000,000.00 General Aggregate
   $1,000,000.00 Products & Completed Operations Aggregate
   $1,000,000.00 Personal and Advertising Injury
   $1,000,000.00 Each Occurrence
2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

1) Minimum Limit required: **$Waived** Each Occurrence for bodily injury and property damage.
2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

1) Minimum Limit required: $ **Waived** Each Claim
2) Retroactive date: Prior to commencement of the performance of the contract
3) Discovery period: Three (3) years after termination date of contract.
4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

1) May be used to achieve the above minimum liability limits.
2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **$Waived** Per Loss for Employee Dishonesty
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

a. RESERVED
b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.
d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor may contain deductibles or self-insured retentions. Such deductibles or self-insured retentions shall not relieve

Contractor from the obligation to pay any loss or claim for which the Contractor is responsible under this Contract.

e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled. Insurer shall provide notice of cancellation via mail to Certificate Holders.

f. Approved Insurer: Each insurance policy shall be:
   1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
   2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:
1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this Contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all insurance documents required by this Contract to the Lead State identified on page one of the Contract. Additional insurance obligations may be imposed in Participating Addenda executed by Contractor and eligible Participating Entities. Any additional or different insurance documents required by a Participating Addendum shall be provided to the Participating Entity.

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.
28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by WSCA, the Lead State, or a Participating Entity, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Neither party shall assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, customized computer code or other documents of any kind which are intended to be consideration under the Contract, and prepared or in the course of preparation by Contractor (or its subcontractors) specifically for WSCA in performance of its obligations under this Contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of WSCA. Unless otherwise specifically stated in this Contract, WSCA shall have no proprietary interest in any pre-existing works or materials, or in any materials licensed to WSCA for use that are subject to patent, trademark or copyright protection. WSCA acknowledges that Contractor sells identical Products and Services to other customers of Contractor, and WSCA agrees that all intellectual property rights in the Products and Services are retained by Contractor and/or Contractor's suppliers. Contractor is not precluded from developing for itself or for others, products, services or materials that are competitive with or similar to or derived from the Products and Services provided under this Contract, and Contractor shall be free to use its general knowledge skills and experience and any ideas, concepts, know-how and techniques within the scope of its business practices that are used in the course of providing the Products and services to WSCA or any Participating Entity. All materials required to be delivered to WSCA under this paragraph shall be delivered to the Lead State.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability against third party claims that any of the Products or Services as provided by Contractor under this Contract infringe or violate any copyright, patent, tradename, trademark, trade secret, or other intellectual property rights. WSCA acknowledges and agrees that in connection with Sprint's indemnity obligations to WSCA for Products, Sprint may rely upon the indemnity being provided to Sprint by Sprint's third party suppliers for such Products. WSCA agrees to reasonably cooperate with Sprint and Sprint's third party suppliers in connection with the defense of the third party claims included in the indemnity obligations under this Agreement.

Contractor's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by Customer; or (ii) Customer's continued use of infringing Products or Services after Contractor provides reasonable notice to

Customer of the infringement. For any third party claim that Contractor receives, or to minimize the potential for a claim, Contractor may, at its option and expense, either: (A) procure the right for Customer to continue using the Products or Services; (B) replace or modify the Products or Services with comparable Products or Services; or (C) terminate the Products or Services. The provisions of this Section state the entire liability and obligations of Contractor and any of its affiliates or licensors, and the exclusive remedy of State, with respect to any actual or alleged infringement in whole or in part, of any patent, copyright, trade secret, trademark or other intellectual property right by the Products or Services.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records. Information or documents provided in connection with a Participating Addendum shall be governed by the public records laws and practices of the Participating State or Participating Entity.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise designated in writing as such. The foregoing restrictions on use and disclosure of confidential information do not apply to information that: (a) is in the possession of Contractor at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the Contractor; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the Contractor without reference to the confidential information; or (e) is required to be disclosed by law, regulation, or court or government order.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, council or board;

b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

38. NON-COLLUSION. Contractor certifies that this Contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. WARRANTIES.

a. General Warranty. Contractor will perform all Services in a good and workmanlike manner consistent with accepted industry practice and in compliance with applicable laws and regulations. To the maximum extent possible, Contractor will pass through to Buyer all warranties available to Sprint for any Product(s) acquired hereunder.

b. Contractor does not manufacture Products and offers no warranty on any Products beyond the manufacturer's warranty provided directly from the manufacturer to the Buyer upon receipt of the Products. Except as, and then only to the extent, expressly provided in this Contract, Products and Services are provided "as is." Contractor disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.

40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of the Lead State or any WSCA Participating Entities to any

officer or employee of WSCA, the Lead State, or Participating Entities to secure favorable treatment with respect to being awarded this Contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA, the Lead State, or any Participating Entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA, the Lead State, or any Participating Entity, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this Contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices set forth in this Contract and in the applicable Participating Addendum.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by WSCA and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract. The construction and effect of any Participating Addendum or order against the Contract(s) shall be governed by and construed in accordance with the laws of the Participating State or the laws of the State in which the applicable Participating Entity is located if such entity is not a State. Venue for any claim, dispute or action concerning an order placed against the Contract(s) or the effect of a Participating Addendum shall be in the Purchasing State or the laws of the State in which the applicable Participating Entity is located if such entity is not a State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this contract. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator. A WSCA Member State or another entity authorized to participate in this contact shall execute with the Contractor a Participating Addendum consistent with this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

4/9/12
Date

Chief Sales Officer
Independent's Contractor's Title

Paget L. Alves

Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

On 4/12/12
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On 11 April 12
(Date)

Sprint — Approved as to Legal Form
KAC – 5 April 2012

APPROVED
SPRB
JS/PJM
4/6/2012

Effective 04/07

For Purchasing Use Only:
RFP/CONTRACT # 1907

MASTER SERVICE AGREEMENT

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

and

AT&T MOBILITY NATIONAL ACCOUNTS LLC

RECITALS

Whereas, pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium;

Whereas, WSCA issued Request for Proposal #1907 for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment, dated February 3, 2011, as amended, which is attached hereto and incorporated herein as Attachment BB (the "Solicitation");

Whereas, Contractor submitted its Response to the Solicitation, which is attached hereto and incorporated herein as Attachment CC (the "Response");

Whereas, on or about May 24, 2011, and in connection with the Solicitation, WSCA gave notice of its intent to award contracts to certain entities including Contractor (the "Notice of Intent to Award");

Whereas, WSCA and Contractor intend to enter into a contract in connection with the Solicitation and the Notice of Intent to Award that operates to both (a) set forth terms and conditions applicable between WSCA and/or the Lead State, and Contractor with respect to the overall procurement; and (b) set forth the primary, first-in-precedence terms and conditions applicable between Contractor and Participating Entities participating in the Contract.

In consideration of the above premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** The Master Service Agreement (aka the "Contract") shall not become effective until and unless approved by the WSCA Directors.

2. DEFINITIONS.

2.1 "Contract" and "Master Service Agreement" mean this document, entitled "Master Service Agreement," including, without limitation, Contractor's Special Terms and Conditions, as may be amended by the Lead State, and Contractor, together with other incorporated documents as more fully described in §5 herein.

2.2 "Contractor" means the vendor entity that, along with WSCA, is a party to the Contract and that performs services and/or provides goods for WSCA under the Contract.

2.3 "Fiscal Year" is the Lead State's fiscal year, which is the period beginning July 1 and ending June 30 of the following year.

2.4 "Participant" and/or "Participating State" means a state or other authorized entity that (a) has executed a Participating Addendum; or (b) has signed (and not revoked) an Intent to Contract at the time of the award of this Contract.

2.5 "Participating Addendum" and/or "PA" mean an agreement between Contractor and a Participant, in form and substance substantially similar to Exhibit 1 to the Special Terms and Conditions, through which such Participant participates in the Contract.

2.6 "Participating Entity" and/or "Buyer" mean a Participant, Participating State or other entity properly authorized by a Participant to purchase services and products under the Contract, or that otherwise participates in the Contract through the corresponding Participating Addendum.

2.7 "Special Terms and Conditions" means Contractor's additional terms and conditions, unique to Contractor with respect to its corresponding services and products, which are attached hereto and incorporated herein as Attachment AA.

2.8 "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307, and for purposes of this Contract, the Lead State is acting on behalf of WSCA with the authority to enter into, and amend the Contract.

2.9 "Sub-PA" means a document executed by a Participating Entity participating in an existing PA pursuant to which separate terms and conditions applicable only to that Participating Entity and other authorized entities.

2.10 "Total Wireless Spend" means, with respect to the WSCA Administration Fee, the total amount of the charges set forth on the invoices sent by Contractor to Participating Entities under the Contract, less taxes and surcharges.

2.11 "WSCA" means the Western States Contracting Alliance, a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e.,

colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

3. **CONTRACT TERM.** The Contract shall be effective from March 15, 2012 to October 31, 2016, (subject to the WSCA Directors' approval), unless sooner terminated by either Party as specified in paragraph 21 herein. Each Participating Addendum executed in connection with the Contract shall be effective from its corresponding effective date through the end of the Contract's term, unless otherwise specified in that Participating Addendum. Notwithstanding the foregoing, Contractor and the Lead State acknowledge and agree that Contractor may enter into a Participating Addendum with any Participant hereunder on or after this Contract's "effective from "date upon approval of the Lead State. Any such Participating Addendum so executed will be subject to the terms and conditions of this Contract.

4. **CANCELLATION; NOTICE.** The Contract may be canceled by either the Lead State or Contractor upon written notice sixty (60) days prior to the effective date of the cancellation. Cancellation of the Contract due to Contractor's default may be immediate. Further, any Participant may cancel its Participating Addendum upon thirty (30) days written notice to Contractor, unless otherwise limited or stated in the Participating Addendum. Any cancellation under this provision (a) may be in whole or in part; and (b) shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.

5. **INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE.** The Contract consists of this document, entitled "Master Service Agreement," together with the following incorporated documents; Contractor's Special Terms and Conditions, the Solicitation, and the Response. The document entitled Master Service Agreement together with the Contractor's Special Terms and Conditions are intended by the Parties to be the primary Participating Entity-facing contractual document in connection with the Solicitation. To participate in the Contract, each Participating Entity must do so pursuant to a Participating Addendum. In the event of any conflict between the terms and conditions of any of the documents comprising or related to the Contract, the following order of precedence will control:

1. The applicable Participating Addendum and/or Sub-PA;
2. The Master Service Agreement;
3. Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB);
5. The Response (Attachment CC);
6. Any individual order placed on the Contract by a Participating Entity

Notwithstanding the foregoing, Contractor and WSCA expressly acknowledge and agree that the terms and conditions unique to the states of Arizona, Montana, Oregon, and Utah, which were included under Attachment K of the Solicitation, were for informational purposes only and are NOT incorporated into the Contract by inclusion in the Solicitation.

The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

Neither the Special Terms and Condition, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

6. [OMITTED]

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. [OMITTED]

9. [OMITTED]

10. [OMITTED]

11. CONSIDERATION. The parties agree that Contractor will provide the services and products specified in, and in accordance with the Contract. Contracted prices represent ceiling prices for the supplies and services offered. Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Participating Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the Contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this Contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES.

13.1 Payable By Participating Entities. Prices shall be exclusive of state sales and federal excise taxes. Participating Entities may be required to show proof of any tax exemptions. Where a

Participating Entity is not exempt from sales taxes on sales within its state, such Participating Entity will be liable for such taxes, and Contractor shall add the sales taxes on the billing invoice as a separate entry.

13.2 Payable by Contractor. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law for it to pay. The Lead State's applicable real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such applicable government obligations not paid by its subcontractors during performance of this Contract. The Lead State may set-off against consideration due any delinquent government obligation owed the Lead State in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING ENTITIES. Participating Entities' financial obligations are limited to such entities having available funds. Participants incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. To the extent described in the Response, Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. WSCA ADMINISTRATION FEE; REPORTS. The Contractor will pay WSCA an Administration Fee of $1/10^{th}$ of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Solicitation and Attachment G thereto. The Contractor shall submit quarterly reports to the WSCA Contract Administrator in accordance with the requisites of Attachment G to the RFP.

17. DELIVERY. The prices bid shall be the delivered price to any Participating Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Participating Entity except as to latent defects, fraud and Contractor's warranty obligations.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Participating Entity. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under the Contract shall be subject to inspection and test by the Participating Entity at times and places determined by the Participating Entity. If the Participating Entity finds goods furnished to be incomplete or in non-compliance with the Contract, the Participating Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Participating Entity, the Participating Entity may cancel

the order in whole or in part. Nothing in this paragraph shall adversely affect the Participating Entity's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

20.1 WSCA's Rights. The inspection and audit provisions of this §20.1 run to the benefit of WSCA, not to Participating Entities.

a. Books and Records. Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by the Contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the Lead State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum four (4) years after the Contract terminates or or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

20.2 Participating Entities' Rights. Contractor will provide each Participating Entity with reasonable access to Contractor's books and records related to the corresponding Participating Entity's payments and participation in the Contract.

21. DEFAULT; REMEDIES.

21.1. WSCA's Rights Upon Default. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the Contract: (1) nonperformance of contractual requirements under the Contract; and/or (2) a material breach of any term or condition of the Contract. In order to declare Contractor in default, WSCA shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Contract. If the default remains after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Contract or portions thereof; and/or (3) suspend Contractor from receiving future bid solicitations.

21.2 Participating Entity's Rights Upon Default. Any of the following events shall constitute cause for a Participating Entity to declare Contractor in default of the corresponding Participating Addendum or Sub-PA: (1) non-performance of contractual requirements; and/or (2) Contractor's material breach of any term or condition of the Participating Addendum or Sub-PA. In order to declare Contractor in default, a Participating Entity shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Participating Addendum. If the default remains after Contractor has been provided the opportunity to cure, the Participating Entity may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Participating Addendum, Sub-PA, or portions thereof.

21.3 No Cross Termination. Notwithstanding the foregoing, in the event of a default by Contractor hereunder, then (a) an individual Participating Entity may not terminate the Contract but, instead, may only terminate its own PA; (b) WSCA may not terminate an individual Participating Addendum or Sub-PA, except as a consequence of its termination of the Contract; and (c) a Participating Entity that is not (i) concurrently the Participant or Participating State under the corresponding Participating Addendum, or (ii) a party to a valid Sub-Participation Addendum, may not terminate the corresponding Participating Addendum or Sub-PA and, instead may only terminate any outstanding, unfilled purchase orders made in connection with the corresponding Participating Addendum or Sub-PA.

21.4 Post-Termination Issues. In the event of termination of the Contract or a Participating Addendum for any reason, the parties agree that the provisions of this paragraph survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under the Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA or a Participating Entity;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

d. Contractor shall preserve, protect and promptly deliver into WSCA's possession all of WSCA's proprietary information in accordance with paragraph (31).

22. REMEDIES NON-EXCLUSIVE. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation $125 per hour for attorneys employed by the Lead State. The Lead State may set off consideration against any unpaid obligation of Contractor to Lead State in accordance with NRS 353C.190, or the applicable Participating Addendum. A Participating Entity's right of set-off shall be in accordance with the law of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

23. LIMITED LIABILITY. The Lead State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of Contractor, WSCA, the Lead State, and/or any and all Participating Entities shall not be subject to punitive damages. In no event shall Contractor be liable for inability of users to access 911 or E911 service. In no event shall either Contractor, WSCA, the Lead State and/or any and all Participating Entities be liable for any indirect, special, consequential or incidental damages, however caused, which are incurred by the other party and which arise out of any act or failure to act relating to this agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages, and in no event shall either party be liable to the other party for punitive damages.

24. FORCE MAJEURE. Neither party to this Contract shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. WSCA may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

25. INDEMNIFICATION.

25.1 Contractor's Obligations to WSCA. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

25.2 Contractor's Obligations to Participating Entities. The Contractor shall release, protect, indemnify and hold Participating Entities and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

25.3 Exception. Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers and agencies.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this Contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's required insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements. Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Entity.

Workers' Compensation and Employer's Liability Insurance

1) Contractor shall provide proof of worker's compensation insurance.
2) Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

1) Minimum Limits required:

$25,000,000.00 General Aggregate
$25,000,000.00 Products & Completed Operations Aggregate
$5,000,000.00 Personal and Advertising Injury
$5,000,000.00 Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

1) Minimum Limit required: **$Waived** Each Occurrence for bodily injury and property damage.
2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

1) Minimum Limit required: $ **Waived** Each Claim
2) Retroactive date: Prior to commencement of the performance of the Contract
3) Discovery period: Three (3) years after termination date of Contract.
4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

1) May be used to achieve the above minimum liability limits.
2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **$Waived** Per Loss for Employee Dishonesty
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.
d. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention shall be at the sole risk of the Contractor.
e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that: without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled or non-renewed, and shall provide that notices required by this paragraph shall be sent by mail to the address identified on page 1 of the Contract.

f. Approved Insurer: Each insurance policy shall be:

1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and

2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:
1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this Contract or otherwise.

Mail all required insurance documents to the Lead State identified on page one of the Contract

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or

delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator, which approval shall not be unreasonably withheld.

31. **OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) specifically for WSCA in performance of Contractor's obligations under this Contract (collectively, the "Specially Prepared Proprietary Information") shall be the exclusive property of WSCA and all such Specially Prepared Proprietary Information, that has not already been delivered into WSCA's possession, shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this Contract. For purposes of this delivery obligation, Contractor shall provide the Specially Prepared Information to the Lead State. Contractor shall not use, willingly allow, or cause to have such Specially Prepared Information used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of WSCA. Notwithstanding the foregoing, unless otherwise specifically stated in the Contract, neither WSCA nor any Participating Entities shall have any proprietary interest in any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, any pre-existing works or materials, or any materials licensed to WSCA (or otherwise provided for WSCA's use) that are NOT specifically prepared by Contractor for WSCA in performance of Contractor's obligations under this Contract, whether such materials are subject to patent, trademark or copyright protection or otherwise.

32. **PATENTS, COPYRIGHTS, ETC.** The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

33. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Lead State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Lead State for honoring such a designation. The failure to so label any document that is released by the Lead State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

The above provision applies to WSCA and the Lead State, and does not inure to the benefit of Participating Entities. Information or documents produced or received by a Participating Entity in connection with participation in this Contract shall be subject to the public records laws of the Participating Entity's state, ,and the provisions of the applicable Participating Addendum.

34. **CONFIDENTIALITY.** Contractor shall comply with applicable laws with respect to confidentiality of all information, in whatever form, produced, prepared, observed or received by

Contractor in connection with the Contract. Unless otherwise mandated by court order, or unless otherwise required by applicable law, Contractor shall keep confidential all information observed or received by Contractor in connection with the Contract to the extent that such information is made confidential under the terms of this Contract.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in very subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, §67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. **NON-COLLUSION.** Contractor certifies that this Contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. **WARRANTIES.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. Except as specifically set forth above, Contractor makes no representations or warranties, express or implied, and specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title, non-infringement or any warranty arising by usage of trade or course of dealing. Further, Contractor makes no representation or warranty that wireless calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or any similar emergency response number), or guarantee regarding network security, the encryption employed by any service, the integrity of any data that is sent, backed up, stored or subject to load balancing, or that contractor's security procedures will prevent the loss or alteration of, or improper access to, a Participating Entity's data and information. Contractor does not authorize anyone to make a warranty of any kind on its behalf, and Participating Entities should not rely on anyone making such statements. Contractor is not the manufacturer of equipment purchased by or provided to participating entities in connection with use of the service.

40. **CONFLICT OF INTEREST.** Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA Participating Entities to any officer or employee of WSCA or Participating Entities to secure favorable treatment with respect to being awarded this Contract.

41. **INDEPENDENT CONTRACTOR.** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective Participating Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the Participating Entities, except as expressly set forth herein.

42. **POLITICAL SUBDIVISION PARTICIPATION.** Participation under this Contract by authorized political subdivisions shall be voluntarily determined by the corresponding political subdivision. Contractor agrees to provide products and services to such political subdivisions based upon the same terms, conditions and prices set forth in the corresponding Participating Addendum.

43. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract, a Participating Addendum, and/or order, as applicable, on behalf of the corresponding party has full power and authority to do so. Contractor acknowledges that as required by statute or regulation the Contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the Contract. Except as otherwise provided herein, any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. **GOVERNING LAW; JURISDICTION.**

44.1 Lead State. The parties acknowledge and agree that with respect to Contractor and the Lead State and/or WSCA, the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

44.2 Participating Entities. The construction and effect of any Participating Addendum or order against the Contract shall be governed by and construed in accordance with the laws of the corresponding Participating Entity. Venue for any claim, dispute or action concerning an order placed against the Contract or the effect of a Participating Addendum shall be in the Participating Entity's State.

45. **SIGNATURES IN COUNTERPART.** The Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. **AMENDMENTS.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract administrator. Each Participating Entity expressly acknowledge and agree that it will be bound by the terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. **ENTIRE CONTRACT.** This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete

terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. **ENTIRE CONTRACT.** This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date AT&T Independent's Contractor's Title
Signature	Date Director of Contracts Title
Greg Smith, Administrator, State of Nevada	APPROVED BY WSCA DIRECTORS
On 3-14-12 (Date)	On _____ (Date)
Approved as to form by:	
Deputy Attorney General for Attorney General	On 14 March, 12 (Date)