

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13F
DATE 11/13/12

November 13, 2012

Meeting Date: ~~October 22, 2012~~

Public Hearing _____ Ordinance _____ Resolution _____ Motion

Item: #20130008 — Participating Addendum between Sprint Solutions, Inc. and City of Port St. Lucie for Parks and Recreation **Cell Phone Services.**

Recommended Action:

Pursuant to Chapter 35.06, offers equal to or lower than existing state contract - approve the Participating Addendum with Sprint Solutions, Inc. through its Master Service Agreement with the Western States Contracting Alliance (WSCA) for *Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment*

Exhibits: Department memo attached yes no
Participating Addendum between City and Sprint Solutions, Inc.
WSCA Plans Summary and the Parks and Recreation Department usage report.

Summary Explanation/Background Information:

Sprint Solutions, Inc. has entered into a new Master Service Agreement #1907 with the Western States Contracting Alliance (WSCA) for *Wireless Voice Services, Wireless Broadband Service, Accessories and Equipment*. The Parks and Recreation Department uses the existing WSCA (2) contract for its Cell Phone Services. The existing contract will expire October 31, 2012, and as a result, all existing customers must sign a new WSCA Participating Addendum #1907 directly with Sprint Solutions, Inc. in order to remain eligible for government service discount pricing. Any account not moved over to the new WSCA (3) contract could have its discount removed after October 31st as the current WSCA will then be expired.

Parks & Recreation is currently receiving a 25% discount off the regular rate plan each month which will remain unchanged under the new Master Service Agreement with WSCA, effective March 15, 2012 thru October 31, 2016. Attached is a WSCA Plans Summary usage report by Parks and Recreation.

Purchase is () is not a replacement Purchase was budgeted () was not budgeted.

Annual Estimated Expenditure: \$12,000.00

Department requests expenditure from the following:

Fund	VARIOUS
Cost Center	
Object Code	
Project	

RECEIVED

Director of OMB concurs with award: *CL*

City Manager concurs with award: *2/10* OCT 30 2012

Submitted by: **Sherman Conrad**
Title: Parks and Recreation Director

Date Submitted: October 29, 2012

OCT 29 2012



PORT ST. LUCIE
FLORIDA
RECREATION

INTER-OFFICE MEMO

TO: Dave Pollard, Director, Office of Management and Budget

FROM: Sherman Conrad, Director, Parks & Recreation **SC**

Re: RECOMMENDATION-APPROVE PARTICIPATING ADDENDUM WITH SPRINT SOLUTIONS, INC.

DATE: October 26, 2012

Please allow this memo to serve as my recommendation to approve the Participating Addendum between Sprint Solutions, Inc., and the City of Port St. Lucie for Parks and Recreation Cell Phone Services.

Currently, we use the existing WSCA(2) contract for our cell phone services. The existing contract expires on October 31, 2012, and, as a result, all existing customers must sign a new WSCA Participating Addendum #1907 directly with Sprint Solutions, Inc., in order to remain eligible for government service discount pricing. Our annual estimated expenditure for cell phone usage is \$12,000 for the department.

I further request that this item be placed on the agenda for the City Council's November 13, 2012, meeting for Council's consideration and approval.

If there is anything further that I can do to proceed toward this goal, please let me know. Thank you in advance for your time in this regard.

SC:pr

cc: Helen Quintana, Contract Specialist, OMB

Enclosures

2195 SE Airoso Blvd.
Port St. Lucie, FL 34984
Telephone: (772) 878-2277
Fax: (772) 871-5290

**PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST**

Meeting Date: November 13, 2012

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Cost Center	
Object Code	
Project	

Director of OMB concurs with award: _____ City Manager concurs with award: _____

Submitted by: Sherman Conrad

Title: Parks and Recreation Director

Date Submitted: October 26, 2012

Sherman Conrad 10-26-12

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")

And
CITY OF PORT ST. LUCIE, A FLORIDA MUNICIPALITY
(hereinafter "Participating State/Participating Entity")

Page 1 of 6

1. Scope/Background: Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. S1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating State/Participating Entity authorized to utilize the Master Service Agreement. Notwithstanding the foregoing, if Participating Entity: (i) is purchasing Services under the Contract for Services of Independent Contractor (RFP/Contract #1523) with WSCA dated 10/10/06, as amended ("WSCA 1523"); and (ii) filed the applicable funding request form with the Universal Service Administrative Company (USAC) prior to the corresponding filing deadline for Funding Year 2012 (July 1, 2012 - June 30, 2013) designating Sprint as their E-Rate service provider for wireless services, then the parties agree the Effective Date shall be July 1, 2013. This Addendum is a separate agreement between the Participating State/Participating Entity and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. Participation: Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under the Master Service Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each agency, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State/Participating Entity Modifications or Additions to Master Service Agreement: No Changes Are Required.

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MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
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(hereinafter "Contractor")
And

CITY OF PORT ST. LUCIE, A FLORIDA MUNICIPALITY
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4. [Purposely Left Blank.]

5. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Gray Sigler
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	775-450-2916
Fax	See Secondary Contact
E-mail	Gray.r.Sigler@sprint.com

Contractor (Secondary Contact)

Name	Michaela Clairmonte, Manager, Contract Negotiations
Address	12502 Sunrise Valley Drive, MS: VARESA0208, Reston, VA 20196
Telephone	703-433-8581
Fax	703-433-8798
E-mail	Michaela.Clairmonte@sprint.com

Participating State/Participating Entity

Name	Cheryl Shanaberger, Deputy Director
Address	Office of Management and Budget 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984
Telephone	772-871-5223
Fax	772-871-7337
E-mail	HQuintana@cityofpsl.com

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
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6. [Purposely Left Blank.]

7. Purchase Order Instructions:

All orders should contain the following mandatory language: (1) indicating that "all Purchase Orders or Sprint Approved funding documents will be in accordance with and subject to WSCA Contract # 1907"; (2) Your Name, Address, Contact Number, email address and Contractor's account number(s); and (3) Purchase order amount.

8. Price Agreement Number:

All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Lead State price agreement number: 1907.

This Addendum and the Master Service Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Service Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating State/Participating Entity and any Buyers under this Addendum ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor,

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recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

10. Sprint Approved Funding Document: The Sprint Approved Funding Document ("Funding Document") is attached hereto as Exhibit A. As a pre-condition to ordering Sprint services and equipment, Sprint may in its discretion require Buyers to provide the Funding Document.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

City of Port St. Lucie, a Florida Municipality:	Sprint Solutions, Inc.
By:	By:
Name: Gregory J. Oravec	Name: Michaela Clairmonte
Title: City Manager	Title: Manager, Contract Negotiations & Management
Date:	Date:

EXHIBIT A – FUNDING DOCUMENT

City of Port St. Lucie, a Florida Municipality

October __, 2012

Kurt Hawker
Public Sector Account Manager II
Sprint
851 Trafalgar Ct, Suite 300, Maitland, Fl 32751
772-260-2574 wireless
kurt.hawker@sprint.com

Re: **WSCA 1907 Participating Addendum**

Dear Sprint Sales Representative:

The units on the following Billing Account Numbers listed below are eligible to purchase wireless communication services under the **Western State Contracting Alliance (WSCA) Master Service Agreement, No. 1907**, dated April 12, 2012, and the **WSCA Participating Addendum between Sprint Solutions, Inc., and the City of Port St. Lucie, a Florida Municipality**.

Billing Account Numbers: **635773792**

I, _____, hereby certify that the following information provided herein is true and accurate as of the date of this letter: (1) I am an authorized purchaser for City of Port St. Lucie, a Florida Municipality; (2) all orders will be in accordance with and subject to the pricing, terms and conditions under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907, and the WSCA Participating Addendum with the City of Port St. Lucie, a Florida Municipality**; and (3) Sprint is authorized to invoice the total dollar amount for services and equipment ordered by an authorized purchaser for the City of Port St. Lucie, a Florida Municipality.

Furthermore, I certify the City of Port St. Lucie, a Florida Municipality (1) shall pay charges incurred for the period of time the units are active with Sprint and until written notice of cancellation is provided to Sprint; and (2) the City of Port St. Lucie, a Florida Municipality acknowledges and understands that Sprint will not automatically terminate service until written notice of cancellation is received by Sprint. The City of Port St. Lucie, a Florida Municipality agrees to pay Sprint for all fees and charges for services and equipment received up to the effective date of cancellation.

If there is a change in the above authorization, it is the responsibility of the authorized purchaser to provide written notification to Sprint within ten (10) days at the following address:

Sprint
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Attn: Public Sector Contracts Manager

Sincerely,

City of Port St. Lucie,
a Florida Municipality



WSCA

Quarter 3
2012

Plans Summary

Description Price

Custom 300 Voice & Data (ADMIRAL ONLY)	\$42.99	—
Custom 400 Voice & Data (ADMIRAL ONLY)	\$48.99	—
250 minute BB Bundle Plan (does not pool)	\$37.99	—
250 minute BB Bundle**	\$41.99	—
400 minute BB Bundle Plan*	\$46.99	—
400 minute BB Bundle Plan**	\$49.99	—
700 minute BB Bundle Plan**	\$59.99	—
1000 minute BB Bundle Plan**	\$69.99	—
2000 minute BB Bundle Plan**	\$89.99	—
250 Pro Pack**	\$44.99	—
400 Pro Pack*	\$48.99	—
400 Pro Pack**	\$49.99	—
700 Pro Pack**	\$59.99	—
1000 Pro Pack**	\$69.99	—
2000 Pro Pack**	\$89.99	—

1GB MBB	\$29.99	—
3G Unlimited MBB (no tethering)	\$37.99	—
3G/4G Unlimited MBB (no tethering)	\$37.99	—
2GB Mobile Hotspot (100/4G)	\$19.99	—
2GB Mobile Hotspot (100/4G)	\$19.99	—

3G (trans pools) (MB prices)

1MB Data	\$12.99
2MB Data	\$14.99
5MB Data	\$19.99
10MB Data	\$24.99
20MB Data	\$29.99
50MB Data	\$42.99
100MB Data	\$72.99
500MB Data	\$129.99
1GB Data	\$149.99
2GB Data	\$179.99
5GB Data	\$349.99

3G/4G

1GB	\$149.99
2GB	\$179.99
5GB	\$349.99

Subsidized: Devices purchased from Sprint at a discounted rate. These plans can also be used for MBB cards.
Equipment purchased from a third party.

3G/4G 5GB Embedded Conn Plan (Direct Channel)	\$47.99	—
3G/4G 10GB Embedded Conn Plan (Direct Channel)	\$42.99	—

3G Tablet Connection Plan 2GB (pooling plan)	\$34.99	—
3G Tablet Connection Plan 3GB	\$34.99	—
3G Tablet Connection Plan 5GB	\$37.99	—

*Includes 1,000 texts and nights & weekends start at 9PM

**Includes unlimited texts and nights & weekends start at 7PM

***Includes 300 texts and nights & weekends start at 7PM

These plans **do not** receive the additional WSCA percentage discount. Plans available for Corporate/Laboratory.



www.manage-mobility.com | 1-800-4-A-Sprint



Business Solutions Partner

**WSCA
Government Employees:**

Save 18%

on select regularly priced Sprint monthly service plans.

+ Pay No Activation Fees!
(\$36 per line value)

Contact your local Sprint WSCA Representative for more information.



Number	UFMI	UNIT NAME	RATE PLAN DESCRIPTION & CODE	Monthly Rate Plan	Minutes towards pool
772-528-2958	159*111652*34	PHILIP CAPOBIANCO	Business Essentials 0 minute add on plan	\$25.00	0
772-267-1923	120*1*41272	PATRICIA ROBERTS	Business Essentials 0 minute add on plan	\$25.00	0
772-708-2521	159*111529*4	OFFICE-MAINTENANCE	Business Essentials 0 minute add on plan	\$25.00	0
772-233-7314	159*111652*28	CHRIS POSTON	Business Essentials 0 minute add on plan	\$25.00	0
772-233-7318	159*111652*40	ALLISON	Business Essentials 0 minute add on plan	\$25.00	0
772-233-7325	159*111652*29	HOWARD BREESE	Business Essentials 0 minute add on plan	\$25.00	0
772-201-5894	159*111652*35	RANDY ELLMAN	Business Essentials 0 minute add on plan	\$25.00	0
772-233-7323	159*111652*30	JOHN HEALD	Business Essentials 0 minute add on plan	\$25.00	0
772-621-1375	159*111652*22	FRONT DESK 1	Business Essentials 0 minute add on plan	\$25.00	0
772-528-2956	159*111652*36	RON FINKS	Business Essentials 0 minute add on plan	\$25.00	0
772-233-7319	159*111652*42	MIKE	Business Essentials 0 minute add on plan	\$25.00	0
772-621-1376	159*111652*23	FRONT DESK 2	Business Essentials 0 minute add on plan	\$25.00	0
772-233-7307	159*111652*32	TERRY/VERANT	Business Essentials 0 minute add on plan	\$25.00	0
772-834-5998	159*111652*50	JOE CARTER	Business Essentials 0 minute add on plan	\$25.00	0
772-233-7320	159*111652*25	JOHNNY DUVAL	Business Essentials 0 minute add on plan	\$25.00	0
772-201-4211	159*111652*33	DAN DURE	Business Essentials 0 minute add on plan	\$25.00	0
772-708-9785	159*111529*3	OFFICE-SARA	Business Essentials 0 minute add on plan	\$25.00	0
772-267-1924	772*267*1924	NARAD	Business Essentials 400 minute plan	\$39.99	400
772-201-4479	159*111652*4	JIM FRYE	Business Essentials 400 minute plan	\$39.99	400
772-528-5188	159*111652*41	LARRY	Business Essentials 400 minute plan	\$39.99	400
772-201-3949	159*111652*6	CRYSTAL	Business Essentials 400 minute plan	\$39.99	400
772-233-7321	159*111652*31	JUAN BELLO	Business Essentials 400 minute plan	\$39.99	400
772-621-1358	159*111652*7	RICHARD W	Business Essentials 400 minute plan	\$39.99	400
772-370-2527	159*111652*37	BOB YAKINCHUK	Business Essentials 400 minute plan	\$39.99	400
772-528-2957	159*111652*38	CHRIS LINDGREN	Business Essentials 400 minute plan	\$39.99	400
772-370-1546	159*111652*43	MARVIN	Business Essentials 400 minute plan	\$39.99	400
772-233-7326	159*111652*26	PATRICK GALLIGAN	Business Essentials 400 minute plan	\$39.99	400
772-370-3602	159*111652*27	JESUS RUIZ	Business Essentials 400 minute plan	\$39.99	400
772-201-1349	159*111652*49	RALPH DAKIN	Business Essentials 1000 minute plan	\$59.99	1000
772-528-8744	159*111652*52	KEITH THOMPSON	Business Essentials 1000 minute plan	\$59.99	1000
772-370-3901		MIKE KENDRICK	Business Essentials Messaging & Data 0 minute add on	\$99.99	0
772-370-1242		STEPHEN JONES	Business Essentials Messaging & Data 0 minute add on	\$99.99	0

6400

WSCA Business Essentia

9PM & 7PM plans (Discountable)



	9PM					7PM				
	0	400	1000	1400	2000	0	400	1000	1400	2000
Cellular Min (Overage)	0 \$0.40	400 \$0.40	1000 \$0.40	1400 \$0.40	2000 \$0.40	0 \$0.40	400 \$0.40	1000 \$0.40	1400 \$0.40	2000 \$0.40
Mobile to Mobile	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes
Direct Connect	Yes									
Text Messaging	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
N&W	9PM	9PM	9PM	9PM	9PM	7PM	7PM	7PM	7PM	7PM
Talkgroup	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
Pooling	BB Bundle & Pro Pack									
Sharing	Yes									

** Unlimited Talkgroup attachable available for \$5.00
 * Pro Pack attachable available for \$30.00 (voice plan required, discount eligible)*