

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Allan Roeder
Dept: Interim City Manager
Subject: APPROVAL OF A CALNET 3 AGREEMENT WITH AT&T CALIFORNIA FOR TELEPHONE SERVICES

From: Kingsley Okereke
Dept: Finance
Date: March 24, 2015

OBJECTIVE

To seek City Council approval of a CALNET 3 Agreement with AT&T California for telephone services.

BACKGROUND

The City entered into the CALNET II contract with AT&T California on September 25, 2007, which was a master five-year agreement with the option to renew for two additional years. The CALNET II contract is due to expire and is being proposed to be replaced with a new agreement, CALNET 3. The new agreement will continue to provide the Centrex telephone system, service, maintenance and related services at the same rates as the current CALNET II agreement; however, there will be a minor cost increase to Business Access Lines and Centrex Lines.

ANALYSIS

The following two (2) options are available to the City:

1. Migrate current services from CALNET II over to the new CALNET 3 Agreement that offers the same low rates and an extended line of services. CALNET 3 expires on June 30, 2018, and offers two optional renewal years. The City may opt out of the agreement at any time without penalty.
2. Notify AT&T to cancel the CALNET II agreement in full and migrate telephone services to a Non-CALNET service provider. This option would result in much higher rates than the City is currently paying.

Migrating from CALNET II to CALNET 3 will benefit the City with competitive rates and upgraded features offered, such as the improved on-line billing platform and a wider calling radius for local calls is offered at the same price.

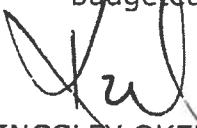
FINANCIAL IMPACT


The financial impact will be a monthly cost increase of approximately \$400 increase.

RECOMMENDATION

It is recommended that the City Council:

- Approve the CALNET 3 Agreement with AT&T California through June 30, 2018;
- Authorize the Interim City Manager or his designee to sign the CALNET 3 agreement on behalf of the City; and
- Authorize the City Manager or his/her designee to exercise the option renewals, sign the agreement for such renewals, including minor modifications as appropriate, provided that sufficient funds are budgeted for these option periods.


KINGSLEY OKEREKE
Assistant City Manager, Director of Finance


By: Sandra Segawa, C.P.M., CPPB
Purchasing Agent

Attachment: Agreement

20071101-0632

EXHIBIT A-2

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

SBC Global Services, Inc. dba AT&T Global Services on behalf of Pacific Bell Telephone Company dba AT&T California ("AT&T") ("Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) II ("CALNET II") Module 1 Services dated January 30, 2007 ("Contract"), for a term of five years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency as defined in Government Code Section 11541 is allowed to order services and products solely as set forth in the Contract ("Service(s)").

A non-State public Agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at www.stnd.dts.ca.gov.

City of Garden Grove ("Non-State Agency") desires to order Service(s) and Contractor agrees to provide such Service(s) as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.
2. With respect to Services ordered under this ATO, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period starting from the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any Services ordered subsequent to the end of the two (2) year commitment period shall not extend the two (2) year commitment period.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless earlier terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period completes, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
4. Subject to paragraph 5 below, Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract by providing the Contractor with thirty (30) calendar days written notice of cancellation.
5. If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-

five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s) multiplied by the number of full months remaining in the two (2) year commitment period. If Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

6. No termination charge will be assessed when Non-State Agency transfers Service(s) to a like Service offered under this Contract, or from one CALNET II Module to another, if the Contractor is the same for both Modules or is affiliated with the Contractor for the other Module.
7. By executing this ATO, Non-State Agency agrees to subscribe to and Contractor agrees to provide Service(s) in accordance with the terms and conditions of this ATO and the Contract. Within seven (7) business days after execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.
8. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve Contract service issues. The ATO and any resulting STD. 20 is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
9. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
10. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency has reviewed the terms and conditions, including the rates and charges, of the Contract.
11. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State pursuant to provisions of the Contract.
12. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
13. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
14. If the Service(s) ordered under a STD. 20 are installed, and after the first fiscal year funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
15. Whenever any notice or demand is to be given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:
 City of Garden Grove
 11222 Acacia Parkway
 Garden Grove, CAL 92840

Contractor:
 AT&T
 610 Sequoia Pacific Blvd.
 Sacramento, CA 95814

Attn: Insert Customer contact & title (if given) Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives

Contractor:
AT&T

Non-State Agency:
City of Garden Grove

By:
Kathleen Jenkins

By:
Mattias Fata

Title: **KATHLEEN JENKINS**
Contract Management

Title:
City Manager

Date Signed:
10-30-07

Date Signed:
10-2-07

Approved By:
 Department of Technology Services,
 Statewide Telecommunications and Network Division

By: Patricia Adams

Title: APD

Date Signed: 11-09-07

City of Garden Grove

MSA 1 ATTACHMENT 1

Selected Services	Voice Services - Core Services Products	Customer Initials
<input checked="" type="checkbox"/>	Bus Access Lines	<i>MF</i>
<input checked="" type="checkbox"/>	Central Office Exchange Basic Services (Centrex)	<i>MF</i>
<input checked="" type="checkbox"/>	Central Office Trunk Services (SuperTrunk/PBX/DID)	<i>MF</i>
<input checked="" type="checkbox"/>	Locally Based Automatic Call Distribution (ACD) (Available Option w/CII Centrex)	<i>MF</i>
<input checked="" type="checkbox"/>	Interactive Voice Response (IVR)	<i>MF</i>
<input type="checkbox"/>	Specialized Call Routing (Call Router)	
<input type="checkbox"/>	Computer Telephone Integration (CTI) (CompuCall)	
<input checked="" type="checkbox"/>	Voice Mail Services (Available Option w/CII Exchange Svcs)	<i>MF</i>
Selected Services	Data Services - Core Services Products	Customer Initials
<input checked="" type="checkbox"/>	Data Transmission Services (Analog Service, Carrier DS0 (ADN), Carrier DS1 (Hicap/T1), Carrier DS3)	<i>MF</i>
	Gigabit Ethernet Metropolitan Area Network (MAN) (GigaMAN, MON, OPT-E-MAN, CSME, EPLS-WAN, ESS-MAN)	
<input checked="" type="checkbox"/>	Multi Protocol Label Switching (MPLS) (AVPN, Network Based Firewall, ANIRA)	<i>MF</i>
	Synchronous Optical Network (SONET) (Point-Point SONET, Ethernet-over SONET, SONET Ring ICB)	
<input type="checkbox"/>	ISDN (BRI)	
<input type="checkbox"/>	ISDN (PRI) (PBX/DID)	
<input type="checkbox"/>	Switched 56/Switched Digital Services (SDS)	
<input checked="" type="checkbox"/>	Frame Relay & ATM (Managed or Non Managed)	<i>MF</i>
<input checked="" type="checkbox"/>	Internet	<i>MF</i>
<input checked="" type="checkbox"/>	DSL Agency Hosted (DSL)	<i>MF</i>
<input checked="" type="checkbox"/>	DSL DSL Virtual Private Network (AVPN, Network Based Firewall, ANIRA)	<i>MF</i>
Included Services	Other Services - Core Services Products	Automatic Coverage
	IntraLata Calling (Local Usage Zone 1 - 3) (Included on CII Exchange Services)	
	Bldg. Wiring Services (Automatic Service Coverage on CII Svcs) Jacks/Wiring Inside Wire Repair Plan(Voice)(If subscribed to) Inside Wire Repair Plan(Data)(If subscribed to)	

20071101-0638

EXHIBIT A-2

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Contractor:

City of Garden Grove

AT&T

11222 Acacia Parkway

610 Sequoia Pacific Blvd.

Garden Grove, CAL 92840

Sacramento, CA 95814

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Attn: Contract Program Manager

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Contractor:

Non-State Agency:

AT&T

City of Manger

By:

Kathleen Jenkins

By:

Matthew Fernald

Title:

KATHLEEN JENKINS
Contract Management

Title:

City Manager

Date Signed:

10-30-07

Date Signed:

10-2-07

Approved By:

Department of Technology Services,
Statewide Telecommunications and Network Division

By: Patricia Adam

Title: AT&T

Date Signed: 11-09-07

City of Garden Grove

MSA 2 ATTACHMENT 1

Selected Services	Long Distance - Voice Services	Customer Initials
<input checked="" type="checkbox"/>	Long Distance Calling Services (Includes IntraLata Toll)	<i>WJ</i>
<input type="checkbox"/>	900 Services	
<input type="checkbox"/>	Automatic Call Distributor (ACD) Services	
<input checked="" type="checkbox"/>	Network Based Interactive Voice Response (IVR) Services	<i>WJ</i>
<input type="checkbox"/>	Computer Telephone Integration (CTI) for Network Based ACD	
<input checked="" type="checkbox"/>	Toll Free Services	<i>WJ</i>
<input type="checkbox"/>	International Toll Free Services	
<input type="checkbox"/>	Calling Card Services	
<input type="checkbox"/>	Pre-Paid Calling Services	
<input checked="" type="checkbox"/>	Network Audio Conferencing Service	<i>WJ</i>
<input checked="" type="checkbox"/>	Network Conferencing (Web Conferencing)	<i>WJ</i>
Included Services	Other Services - Long Distance Voice Services	Automatic Coverage
	Bldg. Wiring Services (Automatic Service Coverage on CII Svcs) Jacks/Wiring	

STATE OF CALIFORNIA
 DEPARTMENT OF TECHNOLOGY
 STATEWIDE TECHNOLOGY PROCUREMENT
STANDARD AGREEMENT AMENDMENT
 TECH 213A (NEW 12/2018)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER IFB STPD 12-001-B, C3-B-12-10-TS-01	AMENDMENT NUMBER 12
REGISTRATION NUMBER	

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME
California Department of Technology

CONTRACTOR NAME
AT&T Corporation

2. The term of this Agreement is: Start Date: April 1, 2014
End Date: December 31, 2021




3. The maximum amount of this Agreement after this Amendment is: \$0.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. In accordance with PMAC General Provisions-Telecommunications Section 81, Disentanglement (Migration-Out) and the provisions of CALNET 3 IFB STPD 12-001-B Special Terms and Conditions, Section M, Migration-Out, the California Department of Technology exercises its option for an 18-month extension. Amendment 12 for IFB STPD 12-001-B, Categories and all awarded Subcategories extends the contract expiration by 18-months, to an end date of December 31, 2021.

B. Attachment 3, Additional Conditions includes stipulations applicable for the migration-out period. All other terms and conditions remain the same.

IN WITNESS THEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		Department of Technology, Statewide Technology Procurement Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) AT&T Corporation		
CONTRACTOR AUTHORIZED SIGNATURE  <small>Keith Nagel Sep 27, 2019</small>	DATE SIGNED Sep 27, 2019	 <small>Tiffany Angulo (Oct 1, 2019)</small> Oct 1, 2019
PRINTED NAME AND TITLE OF PERSON SIGNING Keith Nagel, CALNET Program Manager		
ADDRESS 2700 Watt Avenue, Rm 1213A, Sacramento, CA 95821		
STATE OF CALIFORNIA		Tiffany Angulo, Assistant Deputy Director <input type="checkbox"/> Exempt Per:
CONTRACTING AGENCY NAME California Department of Technology		
CONTRACTING AGENCY AUTHORIZED SIGNATURE  <small>Deborah Chu Sep 27, 2019</small>	DATE SIGNED Sep 27, 2019	
PRINTED NAME AND TITLE OF PERSON SIGNING Deborah Chu, Branch Chief, Statewide Technology Procurement, CDT		
CONTRACTING AGENCY ADDRESS P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810		

ATTACHMENT 3 – ADDITIONAL CONDITIONS

As of July 1, 2020, the CALNET 3 contract C3-B-12-10-TS-01 shall be extended for 18-months to migrate existing customers from CALNET 3 to the next generation of CALNET contracts or other alternative telecommunications contracts in accordance with PMAC General Provisions-Telecommunications Section 81 Disentanglement (Migration-Out) and the referenced Special Terms and Conditions Section M, Migration-Out. During this extension for CALNET 3 migration-out the following stipulations apply:

1. Contractors may not allow new customers to utilize the CALNET 3 contracts after July 1, 2020.
2. Existing customers can utilize CALNET 3 to conduct moves, adds and changes during the migration-out period.
3. All CALNET 3 Authorization To Orders and Individual Price Reductions shall remain in effect until the customer's migration-out process is complete.
4. For services not being renewed on the next generation of CALNET contracts, the CALNET Program and CALNET 3 Contractors will work with existing customers to ensure all services are migrated off CALNET 3 contracts on or before December 31, 2021.

The disentanglement rights and obligations set forth in CALNET 3 shall expire 18 months from July 1, 2020, or until migration has been completed, whichever occurs first. Pursuant to the terms of the CALNET 3 contract Special Terms and Conditions, Section M, Migration-Out, the state reserves the right to extend the contract to ensure Contractor completes the migration out process.












AT&T STD 213A Am 12

Final Audit Report

2019-10-01

Created:	2019-09-27
By:	Lauren Neisen (Lauren.Neisen@state.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANRdlJaljnyXuUvV4BaBqQYaG6tqkE94H

"AT&T STD 213A Am 12" History

-  Document created by Lauren Neisen (Lauren.Neisen@state.ca.gov)
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-  Document emailed to Keith Nagel (kn7135@att.com) for signature
2019-09-27 - 10:56:53 PM GMT
-  Email viewed by Keith Nagel (kn7135@att.com)
2019-09-27 - 10:57:19 PM GMT- IP address: 144.160.131.228
-  Document e-signed by Keith Nagel (kn7135@att.com)
Signature Date: 2019-09-27 - 10:57:53 PM GMT - Time Source: server- IP address: 144.160.131.228
-  Document emailed to Deborah Chu (Deborah.Chu@state.ca.gov) for signature
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-  Email viewed by Deborah Chu (Deborah.Chu@state.ca.gov)
2019-09-27 - 11:03:54 PM GMT- IP address: 134.187.214.62
-  Document e-signed by Deborah Chu (Deborah.Chu@state.ca.gov)
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-  Document emailed to Tiffany Angulo (tiffany.angulo@state.ca.gov) for signature
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-  Document e-signed by Tiffany Angulo (tiffany.angulo@state.ca.gov)
Signature Date: 2019-10-01 - 8:32:18 PM GMT - Time Source: server- IP address: 134.187.214.166
-  Signed document emailed to Deborah Chu (Deborah.Chu@state.ca.gov), Lauren Neisen (Lauren.Neisen@state.ca.gov), Keith Nagel (kn7135@att.com), and Tiffany Angulo (tiffany.angulo@state.ca.gov)
2019-10-01 - 8:32:18 PM GMT

STATE OF CALIFORNIA
 DEPARTMENT OF TECHNOLOGY
 STATEWIDE TECHNOLOGY PROCUREMENT
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California Department of Technology

CONTRACTOR NAME
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2. The term of this Agreement is: Start Date: April 1, 2014
End Date: December 31, 2021




3. The maximum amount of this Agreement after this Amendment is: \$0.00

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A. In accordance with PMAC General Provisions-Telecommunications Section 81, Disentanglement (Migration-Out) and the provisions of CALNET 3 IFB STPD 12-001-B Special Terms and Conditions, Section M, Migration-Out, the California Department of Technology exercises its option for an 18-month extension. Amendment 12 for IFB STPD 12-001-B, Categories and all awarded Subcategories extends the contract expiration by 18-months, to an end date of December 31, 2021.

B. Attachment 3, Additional Conditions includes stipulations applicable for the migration-out period. All other terms and conditions remain the same.

IN WITNESS THEREOF, this Agreement has been executed by the parties hereto.

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STANDARD AGREEMENT AMENDMENT

TECH 21.3A (NEW 12/2018)

AGREEMENT NUMBER IFB STPD 12-001-A, C3-A-12-10-TS-01	AMENDMENT NUMBER 13
REGISTRATION NUMBER	

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED | PAGE(S)

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME
California Department of Technology

CONTRACTOR NAME
AT&T Corporation

2. The term of this Agreement is: Start Date: November 15, 2013
End Date: December 31, 2021


3. The maximum amount of this Agreement after this Amendment is: \$0.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. In accordance with PMAC General Provisions-Telecommunications Section 81, Disentanglement (Migration-Out) and the provisions of CALNET 3 IFB STPD 12-001-A Special Terms and Conditions, Section M, Migration-Out, the California Department of Technology exercises its option for an 18-month extension. Amendment 13 for IFB STPD 12-001-A, Category 1, Voice and Data Services and all awarded Subcategories extends the contract expiration by 18-months, to an end date of December 31, 2021.

B. Attachment 2, Additional Conditions includes stipulations applicable for the migration-out period. All other terms and conditions remain the same.

IN WITNESS THEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		Department of Technology, Statewide Technology Procurement Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) AT&T Corporation		
CONTRACTOR AUTHORIZED SIGNATURE <i>Keith Nagel</i> <small>Keith Nagel (Sep 27, 2019)</small>	DATE SIGNED Sep 27, 2019	 <small>Tiffany Angulo (Oct 1, 2019)</small> Oct 1, 2019
PRINTED NAME AND TITLE OF PERSON SIGNING Keith Nagel, CALNET Program Manager		
ADDRESS 2700 Watt Avenue, Rm. 1213A, Sacramento, CA 95821		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME California Department of Technology		Tiffany Angulo, Assistant Deputy Director <input type="checkbox"/> Exempt Per:
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Deborah Chu</i> <small>Deborah Chu (Sep 27, 2019)</small>	DATE SIGNED Sep 27, 2019	
PRINTED NAME AND TITLE OF PERSON SIGNING Deborah Chu, Branch Chief, Statewide Technology Procurement, CDT		
CONTRACTING AGENCY ADDRESS P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810		

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TECHNOLOGY
AGREEMENT NUMBER: C3-A-12-10-TS-01
AT&T Corporation

ATTACHMENT 2 – ADDITIONAL CONDITIONS

As of July 1, 2020, the CALNET 3 contract C3-A-12-10-TS-01 shall be extended for 18-months to migrate existing customers from CALNET 3 to the next generation of CALNET contracts or other alternative telecommunications contracts in accordance with PMAC General Provisions-Telecommunications Section 81 Disentanglement (Migration-Out) and the referenced Special Terms and Conditions Section M, Migration-Out. During this extension for CALNET 3 migration-out the following stipulations apply:

1. Contractors may not allow new customers to utilize the CALNET 3 contracts after July 1, 2020.
2. Existing customers can utilize CALNET 3 to conduct moves, adds and changes during the migration-out period.
3. All CALNET 3 Authorization To Orders and Individual Price Reductions shall remain in effect until the customer's migration-out process is complete.
4. For services not being renewed on the next generation of CALNET contracts, the CALNET Program and CALNET 3 Contractors will work with existing customers to ensure all services are migrated off CALNET 3 contracts on or before December 31, 2021.

The disentanglement rights and obligations set forth in CALNET 3 shall expire 18 months from July 1, 2020, or until migration has been completed, whichever occurs first. Pursuant to the terms of the CALNET 3 contract Special Terms and Conditions, Section M Migration-Out, the state reserves the right to extend the contract to ensure Contractor completes the migration out process.












ATT STD 213A Amd 13

Final Audit Report

2019-10-01

Created:	2019-09-27
By:	Lauren Neisen (Lauren.Neisen@state.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZeSBbDI0VdSRTpHFK0RR5j2rZuWAW_NE

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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 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Smith
Phone (775) 684-0178 Fax (775) 684-0188
Email: tlsmith@admin.nv.gov

and

Cellco Partnership d/b/a Verizon Wireless
One Verizon Way
Basking Ridge, NJ 07920
Contact: RJ Fenolio
Phone (702) 283-2200 Fax: (866) 917-7801
Email: RJ.Fenolio@VerizonWireless.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.

Effective 04/07

- “Participating Addendum” means a bilateral agreement executed by the Contractor and a Participating Entity, substantially in the form of Exhibit __ to Attachment CC, incorporating this Master Service Agreement and setting forth any other additional terms or requirements specific to the Participating Entity that shall be applicable to the Participating Entity’s participation in this Master Service Agreement.
- “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 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.
- “Eligible Entity” means a state, political subdivision or other non-governmental legal entity authorized by a state, that is not specifically prohibited by State law from entering into a Participating Addendum under this Contract. Eligibility is 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, or any authorized agency or political subdivision of a Participating State, or an authorized non-profit entity, that makes a purchase under this contract, either pursuant to its own Participating Addendum or by purchasing under another entity’s Participating Addendum.
- “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 AA.
- “Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.
- “Wireless Spend” means the total dollar value spent on wireless services, data, equipment, devices, support, and any and all other products and services invoiced by a wireless carrier and paid by an end user including all IL accounts. Wireless Spend does not include amounts invoiced by Contractor for: taxes, additional regulatory fees, administrative charges, and charges, fees or surcharges for the costs Verizon Wireless incurs in complying with governmental programs, and credits and refunds.

3. CONTRACT TERM. This contract shall be effective upon WSCA Directors’ approval to October 31, 2016, unless sooner terminated by either party as specified in paragraph (21). 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; NOTICE. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel 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 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, Contractor's rights of payment for goods/services delivered and accepted, WSCA's rights to payment of administrative fees, and each party's rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work is specifically described in this Contract and its incorporated documents; this Contract incorporates the following attachments, which, after the terms of this Master Service Agreement for Services of Independent Contractor, are listed in descending order of constructive precedence:

- ATTACHMENT AA: SOLICITATION #1907 (Scope of Work) and ATTACHMENTS (list attachments);
- ATTACHMENT BB: CONTRACTOR'S RESPONSE
- ATTACHMENT CC: CONTRACTOR'S ADDITIONAL TERMS

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. Intentionally 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. PARTICIPATING ADDENDA. To participate in this Contract, a WSCA Member State (including the Lead State) or any Participating Entity authorized to participate in this contract, shall enter into a Participating Addendum with the Contractor. If authorized to purchase under state contracts, a state's agencies or political subdivisions may utilize their state's Participating Addendum to participate in this Contract. Purchases by state agencies or subdivisions under their state's Participating Addendum incorporate the terms of this Contract and the applicable Participating Addendum. The Participating Addendum shall not exceed the scope or term of this contract. In case of conflict between the terms of the Participating Addendum and this contract, the Participating Addendum shall take precedence as to all purchases made under that Participating Addendum.

9. Intentionally Omitted.

10. Intentionally Omitted.

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at the cost for each service specified in Attachment BB (Contractor's Response). Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing 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 for similarly situated customers. 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. 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. 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 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. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state and local taxes, Listed Carrier Surcharges, and federal excise taxes. Where a Participating State is not exempt from state and local taxes, the Contractor shall add such taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses if such charges are imposed by law on Contractor and not otherwise allowed to be passed through to the subscriber. Notwithstanding that provision, Contractor shall be allowed to bill the Listed Carrier Surcharges as listed in Attachment CC. Contractor may amend its Listed Carrier Surcharges by providing 30 days advance notice of any new Listed Carrier Surcharge. Contractor agrees to be responsible for payment of any government obligations described above that are owed but not paid by its 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. Any Participating Entity, including non-profit organizations and local government agencies, must provide Contractor valid exemption documentation required by state law to avoid paying taxes or Listed Carrier Surcharges. Attached is a list of current surcharges by state and national surcharges (Attachment CC).

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, the resulting award(s) will be permissive.

Effective 04/07

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, 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.

Some participating entities may require that a fee be paid directly to the entity on purchases made by the procuring entity. 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 contract. The Contractor(s) may adjust pricing accordingly for purchases made by procuring within the jurisdiction of the Participating Addendum. Any such price adjustment shall not exceed the dollar value of the additional fee.

All participating entities are deemed to have consented to the release of any required reporting information to WSCA Administration (including information generally deemed Customer Proprietary network Information [CPNI] for purposes of monitoring the contract and calculating the fees that are due and payable to WSCA for administering the contract. Users have a right to decline to release this information, however, they may not purchase under the WSCA contract if they choose to do so.

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. 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. Buyer may offer the opportunity to deliver nonconforming goods 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 Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

Effective 04/07

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. 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 billing 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, billing records and price plan details 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 until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if Contractor has received 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 notified 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.

20.2 Participating Entities' Rights. Contractor will provide each Participating Entity with reasonable access to Contractor's billing records, invoices, and price plan details related to the corresponding Participating Entity's payments and participation in the Contract.

21. CONTRACT TERMINATION; REMEDIES. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. 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 this contract and any related contracts or portions thereof; and/or (3) suspend Contractor from receiving future bid solicitations.

Winding Up Affairs Upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. 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 this 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;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;
- iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all 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. 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. Participating Entities shall have the limitations of liability provided by their respective state's law. 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 with 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 directly from any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents under this contract.

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 directly 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.

Unless different or additional insurance is required pursuant to the laws of a Participating Entity's state, and the provisions of the applicable 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 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.

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, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

General Requirements:

- a. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- b. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved 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. Any deductibles or self-insured retentions must be declared to and approved by the Lead State. Approval of such deductibles or self-insured retentions shall not be unreasonably withheld upon Contractor demonstration of financial capacity to carry said deductibles or self-insured retentions.
- 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 advice 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. 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.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) 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. Notwithstanding the foregoing, 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. 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 provided by Contractor under this Contract infringe or violate any copyright, patent, trade name, trademark, trade secret, or other intellectual property rights, 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 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 Lead 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.

The above provision applies to WSCA and the Lead State only. 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 provision of the applicable Participating Addendum.

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 required by this contract. Information provided by the Contractor which the Contractor believes to be Customer Proprietary Network Information (CPNI) pursuant to federal law shall be marked by the Contractor as "Confidential – Customer Proprietary Network Information" and shall not be subject to release, notwithstanding the existence of any Public Records or Right to Know law in the state of any Participating Entity under this contract without the prior consent of the public entity to which those records relate, except as otherwise provided by the Federal Communications Act of 1934 as amended. Execution of a Participating Addendum, or making a purchase under this Contract, constitutes consent of the Participating Entity or Buyer for Contractor to disclose to WSCA and the Lead State the information

Effective 04/07

required in Sections 16 and 20 of this Contract. The intent of the parties hereto is that confidentiality of CPNI shall not be lost as against third parties by reason of any reporting or audit obligations of Contractor under this Contract.

Participating Entities are deemed to have consented to the sharing of CPNI type information with WSCA Administration as a condition of utilizing this contract with its associated pricing. Said information will only be used for purposes of calculating the administrative fees to which the Lead State may be entitled for administering this contract on behalf of WSCA. Where such information is required by any Participating State, which may impose its own administrative fee, such information may also only be used by it for purposes only of calculating the administrative fee to which it may be entitled.

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, 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.

- a. General Warranty. 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; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the Lead State or any Participating Entity

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. Upon approval by the WSCA Participating State, participation under this contract by the Participating State's political subdivisions (i.e., colleges, school districts, counties, cites, etc.) shall be voluntarily determined by the political subdivision. Certain Non-Profit Entities may be eligible to purchase under this Contract unless prohibited by State law and upon consent by the Chief Procurement Official of the relevant State. The Contractor agrees to supply the political subdivisions and eligible non-profit entities based upon the same terms, conditions and prices set forth in this Contract and in the applicable Participating Addendum. The Contractor may offer, but is not required to offer, products and services to employees of a Participating Entity on the same terms and conditions that are offered to Participating Entities under this Contract, and such an agreement for products or services entered into with an employee of a Participating Entity may extend beyond the term of this Contract.

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.

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. 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 contract shall execute with the Contractor a Participating Addendum consistent with this Contract and conforming to the terms of Paragraph 8 herein.

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

Todd Loccisano 4/13/2012 Executive Director Enterprise & Government Contracts
Independent Contractor's Signature Date Independent's Contractor's Title
Todd Loccisano

Greg Smith
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

On 4-16-12
(Date)

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On 16 Apr 12
(Date)

For Purchasing Use Only:
RFP/CONTRACT # 1907

AMENDMENT #4 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

Cellco Partnership d/b/a/ Verizon Wireless
One Verizon Way
Basking Ridge, NJ 07920
Contact: Doug Robertson
Phone: (949) 246-8700
Email: doug.robertson@verizonwireless.com

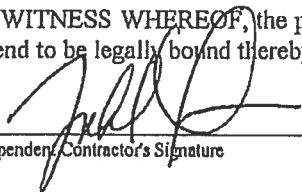
1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated April 16, 2012 (the "Contract"), remain in full force and effect with the exception of the following:

A. The Contract term shall be extended to December 31, 2020 to allow time for execution of the new NASPO ValuePoint Contract Number CJ 18012. During the extended time, from January 1, 2020 through December 31, 2020, no Product Addition Requests or new Participating Addenda will be accepted under Master Contract Number 1907.

2. INCORPORATED DOCUMENTS The Contract is incorporated herein by reference.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the NASPO Directors.

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



Independent Contractor's Signature
Date 7-16-2019

Todd Locisano
VP - Contract Management (WLS)
Independent Contractor's Title


Kevin D. Doty, Acting Administrator, State of Nevada
Date 8/5/19

APPROVED BY NASPO Directors
On _____

Approved as to form by: _____ (Date)


Deputy Attorney General for Attorney General
On _____ (Date)