

MASTER SERVICE AGREEMENT

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

and

AT&T MOBILITY NATIONAL ACCOUNTS LLC

RECITALS

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

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

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

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

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

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

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

2. **DEFINITIONS.**

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

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

2.3 **“Fiscal Year”** is the Lead State’s fiscal year, which is the period beginning July 1 and ending June 30 of the following year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

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

and

T-Mobile USA
5242 South College Dr., Ste. 170
Murray UT 84123
Contact: Liz Beyer, Business Sales Manager
Phone: (801) 860-1111 • Fax: (801) 284-1100
Email: Liz.Beyer@T-Mobile.com

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- 1. REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
- 2. DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
- 3. CONTRACT TERM.** This Contract shall be effective upon Board of Examiners' approval (anticipated to be October 10, 2006) to October 9, 2010, unless sooner terminated by either party as specified in paragraph (10).
- 4. NOTICE.** Unless otherwise specified, termination shall not be effective until 60 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
- 5. INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:
ATTACHMENT AA: STATE SOLICITATION (RFP #1523) and AMENDMENTS 1 & 2;
SCOPE OF WORK
ATTACHMENT BB: NEGOTIATED ITEMS
ATTACHMENT CC: CONTRACTOR'S RESPONSE
ATTACHMENT DD: T-MOBILE SPECIAL TERMS AND CONDITIONS FOR WSCA REQUEST

FOR PROPOSAL ("RFP")

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of a 15% Discount on recurring monthly charges; \$40.00 discount on Equipment; 20% discount on accessories; the total Contract or installments payable: Monthly upon receipt of vendor statement, not to exceed \$500,000.00. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a state claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a state claim and that this amount will be deducted from the state claim payment due to the Contractor.

9. **INSPECTION & AUDIT.**

a. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be available at T-Mobile's business offices during normal business hours for inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency 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. Further, due to the highly sensitive and proprietary of some of T-Mobile's records, any third party auditor acting on behalf of the State shall be subject to prior approval by T-Mobile and may be required at T-Mobile's sole discretion to execute T-Mobile's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing T-Mobile's records.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. **State Termination for Nonappropriation.** The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. **Cause Termination for Default or Breach.** A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

- ii. If 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 is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 30 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. 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 the Contracting Agency;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (21).
11. REMEDIES. 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 State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.
12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
13. FORCE MAJEURE. Neither party 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.
14. INDEMNIFICATION. To the fullest extent permitted by law, each party shall indemnify, hold harmless and defend, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful misconduct of the non-indemnifying party, its officers, employees and agents that results in personal injury or property damage to such party while on the other party's premises.
15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to:

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.

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

and

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

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

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

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Western States Contracting Alliance Directors.

2. **DEFINITIONS.**

“WSCA” means the Western States Contracting Alliance.

Effective 04/07

“State” and/or “Lead State” means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307.

“Participating State(s)” means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this Contract, or who have executed a Participating Addendum.

“Participating Entity” means a state, or other legal entity authorized by a state, that is authorized to enter and does enter into a Participating Addendum under this Contract. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract, subject to the review of the Chief Procurement Official of the State in which the potential Participating Entity is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.

“Buyer” means any WSCA Participating State, a Participating Entity, any authorized agency or political subdivision of a Participating State, or any authorized non-profit entity that makes a purchase under this contract, either pursuant to its own Participating Addendum or by making purchasing under another entity’s Participating Addendum. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract or make purchases under this Contract pursuant to another entity’s Participating Addendum, subject to the review of the Chief Procurement Official of the State in which the potential Buyer is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.

“Contract” means this Master Service Agreement for Services of Independent Contractor, together with all documents incorporated herein.

“Contractor” and/or “Contracting Agency” means a person or entity that performs services and/or provides goods for WSCA or a Participating Entity under the terms and conditions set forth in this Contract.

“Solicitation” means RFP #1907 incorporated herein as Attachment BB.

“Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective upon WSCA Directors’ approval as set forth on the signature page of this Contract, to October 31, 2016 (“Initial Term”), with the option to extend for an additional two (2) years beyond the Initial Term at the discretion of the Lead State or as determined in the best interest of the Lead State and WSCA, subject to mutual written acceptance of the parties, unless sooner terminated by either party as specified in paragraph (4) or paragraph (21). Lead State shall provide Contractor with notice of its intent to exercise the extension at least 90 days prior to the expiration of the Initial Term. Each Participating Addendum executed in connection with this Contract shall be effective from its corresponding effective date. A Participating Addendum shall not exceed the term or scope of this Contract.

4. CANCELLATION OF CONTRACT FOR CONVENIENCE; NOTICE. Unless otherwise stated in the special terms and conditions, any Contract entered into as a result of the Solicitation may be canceled for convenience by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel for convenience its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, Contractor’s rights of payment for

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

Sprint: Attn: Legal Dept. – Public Sector 12502 Sunrise Valley Drive Reston, VA 20196	Customer: Attn: Teri Smith, Purchasing Officer Department of Administration 515 E Musser Street, Room 300 Carson City, NV 89701
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5. **INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE.** The Contract consists of this document entitled Master Service Agreement, together with the following incorporated documents: Contractor's Special Terms and Conditions, the Solicitation, the Contractor's Response. To participate in the Contract each Participating Entity must do so pursuant to a Participating Addendum either as a signatory thereto or as an eligible Buyer under the applicable Participating Addendum. The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

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

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

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

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

6. **RESERVED**



MANAGEMENT INFORMATION SYSTEMS

816-881-3151

JACKSON COUNTY COURTHOUSE

415 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106

To: Barbara Casamento, Purchasing Supervisor
From: Bill Noll, IT/GIS Director *BN*
Date: May 30, 2012
Re: Request for Approval for a Term & Supply Contract Using WSCA

Please process a request for Legislative Action to approve the use of the WSCA contract for the purchase of mobile phones, equipment and monthly services. Jackson County does not currently have a Term & Supply contract in effect for these items. The WSCA contract has been competitively bid and would give Jackson County access to the best prices on mobile phones, IPADS, tablets and services. The WSCA contracts include best pricing from AT&T, Sprint, T-Mobile and Verizon. This would also allow us to standardize our devices and services. Below are the amounts spent with wireless telecommunications vendors in 2011 and the amounts budgeted for 2012 listed by account codes.

	<u>Spent in 2011:</u>	<u>Budgeted for 2012:</u>	
001-5101-56643	\$31,000	\$53,060	Non-departmental - General Fund
002-5102-56643	\$ 8,511	\$13,905	Non-Departmental – Health Fund
003-5103-56643	\$16,580	\$16,258	Non-Departmental – Park Fund
004-5104-56643	\$15,513	\$16,500	Non-Departmental – Road Fund
045-4500-56643	\$ 3,700	\$ 2,426	Non-Departmental - Assessment
300-5300-56643	\$ 4,539	\$ 4,237	Non-Departmental - Enterprise
004-4201-56643	\$87,000	\$60,000	Sheriff
008-4151-56643	\$18,394	\$22,500	Drug Task Force
008-4101-56643	<u>\$ 325</u>	<u>\$ 3,000</u>	Prosecutor
Totals	\$185,562	\$191,886	

MAY 30 '12 PM 1:30