



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: May 17, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Cellco Partnership dba Verizon Wireless (headquarters: Basking Ridge, NJ)

Project Title/Description:

Verizon Wireless Services, Equipment and Accessories.

Purpose:

Award of Contract: Master Agreement No. MA -PO-16-316. Contract is for an initial term of three years in an amount not to exceed \$2,700,000.00 effective 7/01/2016 and includes no renewals.

Administering Department: Information Technology.

Procurement Method:

Pursuant to Pima County Procurement Code 11.24.010, Cooperative Procurement Authorized, the Procurement Director authorized the use of Western States Contract Alliance Contract No.1907 and State of Arizona Contract No. ADSPO13-034099 which were awarded through competitive procedures reasonably similar to those set forth in the Pima County Procurement Code.

Attached Documents: Master Agreement and Cooperative Procurement Agreement.

Program Goals/Predicted Outcomes:

To provide the Pima County Information Technology Department (ITD) with wireless services and devices necessary to conduct business.

Public Benefit:

The public benefits from County departments keeping in contact with their field employees in order to quickly respond to developing events which improves productivity. Also field employees improve their productivity by being connected to the Internet and other County-IT related services regardless of their location.

Metrics Available to Measure Performance:

ITD will monitor Verizon's compliance to the contract.

Retroactive:

No

APR 22 16 09 20

To: CUB. 4.22-16 (1)

Procure Dept 04/22/16 09:20

Original Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 16-316
Effective Date: 07/01/2016 Termination Date: 06/30/2019 Prior Contract Number (Synergen/CMS):
☒ Expense Amount: \$ 2,700,000.00 ☐ Revenue Amount: \$
Funding Source(s): Various Funds

Cost to Pima County General Fund: \$2,700,000.00

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Effective Date: New Termination Date:
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$
Funding Source(s):

Cost to Pima County General Fund:

Contact: John Nanosky *John Nanosky 4/21/16*
Department: Procurement *May 10 4/21/16* Telephone: 520-724-8165

Department Director Signature/Date: *[Signature] 4/21/16*

Deputy County Administrator Signature/Date: *John Baker 4-21-16*

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

C. D. [Signature] 4/22/16



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 16000000000000000316

MA Version: 1

Page: 1

Description: Verizon Wireless Services, Equipment & Accessories

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Pima County Procurement Department
130 W. Congress St. 3rd Fl
Tucson AZ 85701

Issued By: PAUL TURNER
Phone: 5207243723
Email: paul.turner@pima.gov

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Initiation Date: 07-01-2016

Expiration Date: 06-30-2019

NTE Amount: \$2,700,000.00

Used Amount: \$0.00

V
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CELLCO PARTNERSHIP

2127 E SPEEDWAY BLVD STE 200

TUCSON AZ 85719

Contact: DONNA BLOTKAMP
Phone: 520-400-0398
Email: DONNA.BLOTKAMP@VERIZONWIRELESS.COM
Terms: 0.0000 %
Days: 30

Shipping Method:

Delivery Type: STANDARD GROUND

FOB:

Modification Reason

Initial award is for a three (3) year term with a Not-To-Exceed Amount of \$2,700,000.00 for wireless services, equipment & accessories. Attachments: Cooperative Procurement Agreement and Board of Supervisors Approval Document.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 16000000000000000316

MA Version: 1

Page: 2

Line	Description					
1	Misc Free Form Line					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
2	Smart Phone					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
3	Standard Phone					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
4	Mobile Broadband Device					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
5	Batteries					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
6	Modems					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			

<p>PIMA COUNTY INFORMATION TECHNOLOGY DEPARTMENT</p> <p>PROJECT: WIRELESS SERVICES, EQUIPMENT, & ACCESSORIES</p> <p>CONTRACTOR: CELLCO PARTNERSHIP dba VERIZON WIRELESS ONE Verizon WAY BASKING RIDGE, NJ 07920</p> <p>AMOUNT: \$2,700,000.00</p> <p>FUNDING: VARIOUS FUNDS</p>	<p>CONTRACT Number: MA-PO-16-316</p> <div data-bbox="890 294 1386 553" style="border: 1px solid black; padding: 5px;"> <p align="center">CONTRACT</p> <p>NO. <u>MA-PO-16-316</u></p> <p>AMENDMENT NO. _____</p> <p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p> </div>
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COOPERATIVE PROCUREMENT AGREEMENT

1 AUTHORIZATION

Pursuant to Pima County Code section 11.24.010, delivery order documents are authorized to be written against the State of Arizona Participating Addendum under the NASPO ValuePoint ("NVLPT") Multi-State Contract No.1907 (f/k/a) Western States Contracting Alliance (WSCA) Contract No. 1907 (the "Contract"), a copy of which is attached to this Authorization as Exhibit A and the terms and conditions of which are incorporated herein by this reference.

2 STANDARD TERMS AND CONDITIONS

The following additional terms apply to this contract in case of conflict between the terms stated herein and those of other contract documents, the following control:

A. Contract Term/Renewals, Not To Exceed Contract Amount and Revisions:

The initial term of the contract will be for three (3) years stating on July 1, 2016 and terminating on June 30, 2019 pursuant to the provisions of NVLPT Contract No.1907 and the State of Arizona Participating Addendum.

The not-to-exceed dollar amount for the term of the contract is \$2,700,000.00.

Proposed revisions to the contract approved by the Pima County Board of Supervisors shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) document setting forth the requested changes.

B. Cancellation for Conflict of Interest:

This Agreement is subject to the provisions of A.R.S. Section 38-511.

3 COOPERATIVE CONTRACT CLARIFICATIONS FOR THIS CONTRACT

The Contractor, Verizon Wireless, shall deliver wireless services, products, and equipment in accordance with NVLPT Contract No. 1907.

The Contractor, on an as needed basis, shall offer cellular devices, modems, and service plans for voice and data applications.

For products, accessories, modems and adding services, Contractor shall invoice the County for delivery orders issued only by the various using County departments. Invoices received by the County not in compliance with the above procedure will not be paid by the County.

Verizon Wireless shall provide a monthly usage report delineating the total equipment purchased, total units of cell phones/other equipment, and the total reoccurring plan charges for the Pima County Sheriff's Department. The monthly usage report can be delivered electronically by providing a link to the website containing the information or as an e-mail attachment to the Commodity Contracts Officer of record and the Information Technology Department's designated representative. The report may be provided in a MS Excel File format or other format as mutually agreed upon by the parties.

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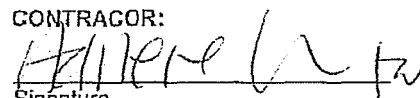
IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date: _____

CONTRACOR:


Signature

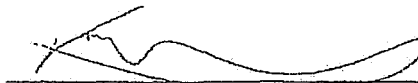
Todd Luccisano

Executive Director - Enterprise & Government Contracts

Printed Name and Title

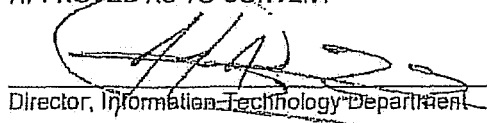
Date: April 18 2016

APPROVED AS TO FORM:


Tobin Rosen, Deputy Pima County Attorney

4/8/16
Date

APPROVED AS TO CONTENT


Director, Information Technology Department

4/11/16
Date

ATTEST

Clerk of the Board

Date

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.

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 $1/10^{\text{th}}$ 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.

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.

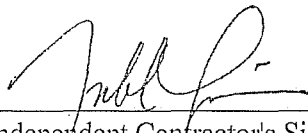
44.1 **Lead State.** The parties acknowledge and agree that with respect to Contractor and the Lead State and/or WSCA, the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of Nevada, without giving effect to any principle of conflict-of-law 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.

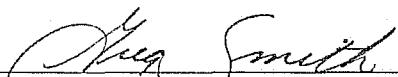
44.2 **Participating Entities.** The construction and effect of any Participating Addendum or order against the Contract shall be governed by and construed in accordance with the laws of the corresponding Participating Entity. Venue for any claim, dispute or action concerning an order placed against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

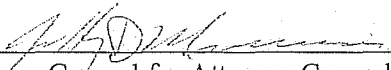
 4/13/2012 Executive Director Enterprise & Government Contracts
Independent Contractor's Signature Date Independent's Contractor's Title
Todd Loccisano


Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

On 4-16-12
(Date)

Approved as to form by:


Deputy Attorney General for Attorney General

On 16 Apr 12
(Date)

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

MASTER PRICE AGREEMENT
Cellco Partnership d/b/a Verizon Wireless
Contract Number: 1907
(hereinafter "Contractor")

And

State of Washington, Department of Enterprise Services
(hereinafter "Participating State")

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance ("WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by eligible Buyers within the state of Washington authorized by that state to utilize state contracts. This PA is an optional use contract that neither financially binds the Participating State or any Buyer, nor otherwise obligates the Participating State or any Buyer to purchase any Product or Service. Nor does this PA prevent the Participating State or any Buyer from purchasing similar Products or Services from other sources. This Addendum is not for personal use.

2. Participation: Use of specific master contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use master contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to WSCA rules and policies, entities in those states without a State Participating Addendum to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other entity which enters into an agreement to make purchases under this Addendum ("Participating Entity"), that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in this Addendum or the Contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to

WSCA and/or the Participating State for purposes of monitoring the contract and calculating the administrative fees.

3. Addendum Terms and Conditions.

A. Supplemental Terms to Master Contract.

- i. The following paragraph is added to the end of §16, *Reports, WSCA Administrative Fee*:

Participating Entities within the Participating State are deemed to have consented to the release of any required reporting information to the Participating State (including CPNI) for purposes of monitoring the Contract and calculating the fees that are due and payable to Participating State. Users have a right to decline to release this information, however, they may not purchase under this Contract if they choose to do so.

- ii. The following paragraph is added to the end of §20.1 c., *Period of Retention*:

Notwithstanding anything to the contrary above, Contractor shall retain books, records, reports and statements relevant to this Addendum for six (6) years after the expiration or termination of this Addendum or until all audits initiated within the six (6) years have been completed, whichever is later. Records involving matters in litigation related to this Addendum shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of termination of this Addendum, whichever is later.

- iii. The following paragraph is added to the end of §20.2, *Participating Entities' Rights*:

Contractor will provide Participating State the inspection and audit rights described in §20.1.b., above, to the books and records described in §20.1.a., above, for such books and records related to the payments of, and participation in the Contract by, Participating Entities within the Participating State in the Contract.

- iv. The following is added to the end of §25.3, *Exception*: "Contractor will not be liable for any costs of defense of suits for money damages solely alleging negligence or willful misconduct by Participating State, Participating Entities, and/or their respective employees, officers and agencies."

- iv. The following sentence is added after the first sentence of §30, *Assignment/Delegation*: "Notwithstanding the foregoing, Participating State may assign this PA to any public agency, commission, board, or the like, within the political boundaries of the state of Washington; provided that, such assignment shall not operate to relieve Participating State of any of its duties and obligations hereunder."

- v. The following paragraph is added to the end of §31, *Ownership of Proprietary Information*:
The rights and obligations described in this paragraph will apply to all such materials prepared or in the course of preparation by Contractor for a Participating Entity. All such materials required to be delivered to a Participating Entity under this paragraph will be delivered to Participating Entity.
- vi. The first sentence of §32, *Patents, Copyrights, Etc.*, is amended to read as follows: “The Contractor shall release, indemnify and hold WSCA, the Lead State, Participating States and Participating Entities and their officers . . .”
- vii. The following is added to the end of §34, *Confidentiality*: “Notwithstanding anything to the contrary contained in the Contract or this PA, Participating State may use the information provided in the Usage Reports (as defined below) for its internal purposes and to provide services to other state agencies, local governments, and public benefit nonprofit corporations as set forth under RCW 43.19.

B. Additional Addendum Terms and Conditions

- i. *Washington Public Records Act.* Contractor acknowledges that Buyers under this PA are subject to chapter 42.56 RCW and that this PA shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be confidential must be clearly identified as such by Contractor (“Proprietary Information”). If a public disclosure request is made to view Contractor’s Proprietary Information, the requested Buyer will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, such Buyer will release the requested information on the date specified. If a public disclosure request is made to Participating State to view a Participating Entities’ CPNI, the Participating State will notify the requestor that the information is protected information subject to the provisions of the Federal Communications Act of 1933, as amended, and is not subject to public disclosure under state law. If a public records disclosure request is made directly to a Participating Entity for its own CPNI, then such Participating Entity is obligated to comply with the appropriate sections of chapter 42.56 RCW.
- ii. *Service Plan List.* In addition to any other Product or Service price list submitted to Participating Entity, Contractor shall supply a price list for cellular services (voice and/or data) using the template attached to this PA as Attachment A. Contractor shall provide Participating State with an updated Service Plan Price List each time there is a change in the plans being offered by Contractor and available for purchase under this PA, including but not limited to any change in features, included minutes or data limits, or any

change in recurring or overage or additional charges.

- iii. *Participating Entity Administration Fee.* Contractor will pay a Participating State administration fee in the amount of 1% (one percent) of the Wireless Spend for purchases made under this Addendum (the "PA Administration Fee"). Contractor shall hold the PA Administration Fee in trust for Participating State until such fees are remitted to the Participating State.
- iv. *Contract Activity Report.* Contractor shall submit to the Participating State Primary Contact listed below a quarterly Contract Activity Report of all Equipment and Services purchased under this PA. The report shall identify:
 - a. This Addendum's number;
 - b. The month in which the purchase occurred;
 - c. Each Buyer, identified by state, local or educational entity, making purchases during the reporting quarter;
 - d. The total purchase price (excluding tax) for each Buyer;
 - e. The PA Administration Fee for each Buyer;
 - f. The sum of all purchase prices (excluding tax) for all Buyers; and
 - g. The total amount of the PA Administration Fee.

Reports are required to be submitted electronically, in either Microsoft Word or Excel format, via email to: mcadmin@des.wa.gov. Quarterly reports are required even if no activity occurred.

This report may be corrected or modified by the Participating State with subsequent written notice to Contractor.

Upon request by Participating State, Contractor shall provide, in the format requested, the contact information for all Buyers during the term of the Participating Addendum.

- v. *Usage Report.* Upon the written request of the Participating State, Contractor shall also provide to Participating State reports on the usage of the Services acquired under this PA by Participating Entities that are state agencies and institutions of higher education ("Usage Report"). Participating State will identify the following to be included in each Usage Report: the identity of Participating Entities, the time period over which Contractor provided Services to such Participating Entities, and the information to be included in the Usage Report, which may include:
 - a. The name of each Participating Entity;
 - b. If different from a., the name of each account holder;
 - c. Each device phone or ID number for which Contractor provided Services;
 - d. A description of the device type;
 - e. Average monthly usage data during the Usage Report period for the following:
 - i. Minutes used;
 - ii. Amount of data downloaded; and
 - iii. Number of texts sent and received.
 - f. The annual expense associated with each phone or device based on the

average monthly charges during the Usage Report period.
Usage Reports are required to be submitted electronically, in either Microsoft Word or Excel format, via email to: mcadmin@des.wa.gov.

- vi. *Schedule.* Contractor will provide PA Administration Fees and Contract Activity Reports quarterly, per the following schedule:

FOR ACTIVITY IN THESE MONTHS:	FEES AND USAGE REPORTS DUE
January, February and March	May 15 th of same year
April, May and June	August 15 th of same year
July, August and September	November 15 th of same year
October, November and December	February 15 th of following calendar year

- vii. *Failure to Remit Reports and Fees.* Failure of Contractor to remit the reports described above together with the PA Administration Fee may be considered a failure to perform on the part of Contractor, which may result in Participating State terminating this Addendum.

- viii. *Invoice Information.* Contractor will submit properly itemized invoices to the person identified by Buyer at the address provided by Buyer. Invoices shall provide and itemize, as applicable:

- a. Addendum number;
- b. Buyer's name, address and Order Number;
- c. Contractor name, address, phone number, and Federal Tax Identification Number;
- d. Description of Products, including quantity ordered, model and serial numbers;
- e. Description of Services provided, including hourly rate and total hours for each labor category employed;
- f. Date(s) of delivery of Products or Services;
- g. Price for each item;
- h. Total purchase Price;
- i. Discount for E-rate, if applicable;
- j. Applicable taxes;
- k. Other applicable charges;
- l. Total invoice amount; and
- m. Payment terms including any available prompt payment discounts.

- ix. *Rebates.* Under no circumstances may refund or rebate incentives be given to individual CL end users. Any refunds or rebates and related forms must be issued to the Participating Entity at the address specified on the order.

- x. *Publicity.* The award of this PA to Contractor is not in any way an endorsement of Contractor or Contractor's products by Participating State or any Participating Entity and shall not be so construed by Contractor in any advertising or other publicity materials. Contractor agrees to submit to a Participating Entity, all advertising, sales promotion, and other publicity materials relating to this PA or any Equipment or Services furnished by

Contractor wherein the name of such Participating Entity is mentioned, language is used, or Internet links are provided from which the connection of Participating Entity's name therewith may, in Participating Entity's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of Participating Entity prior to such use.

Either party may use the other party's name and logo (except for the seal of the state of Washington) in advertising, sales promotion, and other publicity materials relating to this PA, without royalty, provided that this PA and the relationship between the parties is not misrepresented

- xi. *Marketing.* Contact information for individual end users of the Services, including without limitation, names, addresses, email addresses and telephone numbers, shall not be used for the purposes of marketing non-contracted products or services, either by Contractor or third parties, without the explicit consent of such end users.
- xii. *Employee Liable Program.* Contractor shall have the option of offering a discounted employee liable program to employees of Participating Entities (the "Employee Liable Program"). The terms and discounts thereof shall be established, amended, altered, or revoked at the sole discretion of Contractor without regard to or effect on this Addendum. Any marketing or promotional efforts undertaken by Contractor for the Employee Liable Program shall be separate and distinct from any and all such efforts for CL Accounts. Employee Liable Program marketing or promotional efforts shall not reference this Addendum or the Contract.

All costs, charges, and fees associated with the equipment and services provided as part of the Employee Liable Program shall be the sole responsibility of the individual employee and will not be billed to any Participating Entity.

However, if such a program is offered, Contractor shall report the gross and net sales to the Participating State Primary Contact at the same times as the Contract Activity Report. Detailed individual line items purchasers shall not be listed and all reports shall be summaries of the transactions of the reporting period. For sales under the Employee Liable Program, Contractor shall not be obligated to charge, collect, or remit payments for the PA Administration Fee.

4. Lease Agreements: **NONE**

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

Lead State

Name	Teri Smith, Purchasing Officer
------	--------------------------------

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

Contractor

Name	Cellco Partnership d/b/a Verizon Wireless
Address	8350 East Crescent Pkwy, Attn: RJ Fenolio, Greenwood Village, CO 80111
Telephone	(702) 283-2200
Fax	(866) 917-8701
E-mail	rj.fenolio@verizonwireless.com

Participating State

Name	Sylvia Sammons
Address	1500 Jefferson Street SE, P.O. Box 41408, Olympia, WA 98504
Telephone	(360) 407-8226
Fax	(360) 407-9174
E-mail	Sylvia.Sammons@des.wa.gov

6. Subcontractors:

NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the Contract including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the Contract.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: T12-MST-687 and the Lead State price agreement number: 1907

This Addendum and the Contract together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby

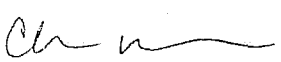
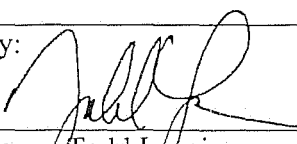
rejected. The terms and conditions of this Addendum and the Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Purposely Left Blank

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating State, and that the execution and performance of this PA has been duly authorized by all necessary parties

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

Participating State: State of Washington, Department of Enterprise Services	Contractor:
By: 	By: 
Name: <i>Christine Warnock</i>	Name: Todd Luccisano
Title: <i>Chief Procurement Officer</i>	Title: Executive Director, Enterprise & Government Contracts
Date: <i>11/9/12</i>	Date: <i>10/26/12</i>

[Additional signatures as required by Participating State]

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

**MASTER PRICE AGREEMENT
Cellco Partnership d/b/a Verizon Wireless
(hereinafter "Contractor")
Contract Number: 1907
And
State of Arizona
(hereinafter "Participating Entity")
State of Arizona Contract Number: ADSPO13-034099**

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance ("WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state's statutes to utilize state/entity contracts.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to WSCA rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees. .

3. Intentionally Omitted.

4. Lease Agreements: NONE

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

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

Contractor

Name	Cellco Partnership d/b/a Verizon Wireless
Address	8350 East Crescent Pkwy, Attn: RJ Fenolio, Greenwood Village, CO 80111
Telephone	(702) 283-2200
Fax	(866) 917-8701
E-mail	ri.fenolio@verizonwireless.com

Participating Entity

Name	David Wisniewski
Address	100 North 15 th Avenue, Phoenix, AZ 85007
Telephone	602 542-9107
Fax	602 542-5508
E-mail	david.wisniewski@azdoa.gov

6. Subcontractors:
NONE

7. Purchase Order Instructions: All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: ADSPO13-034099 and the Lead State price agreement number: 1907

This Participating Addendum including Exhibits A and B, and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the WSCA Master Agreement, including those contained in this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

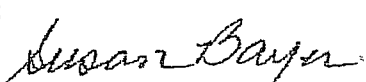
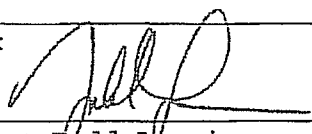
9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements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

10. Participating Addendum Term: The term of this Participating Addendum will commence on the date of full execution by both parties and will continue until October 31st, 2015 unless canceled, terminated or extended as otherwise provided herein.

11. Participating Addendum Extension: The contract term is subject to additional successive periods of one year extensions with a maximum aggregate including all extensions not to exceed 5 years.

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

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

Participating State:	Contractor:
By: 	By: 
Name: <i>Susan Bayer</i>	Name: Todd Loccisano
Title: <i>Procurement Manager</i>	Title: Executive Director, Enterprise & Government Contracts
Date: <i>11-29-12</i>	Date: <i>11/29/12</i>

**Exhibit A – Arizona Special Terms and Conditions to
PARTICIPATING ADDENDUM
State of Arizona Contract Number: ADSP013-034099**

1. Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

2. Administrative Fee

Contractor shall pay an Administrative Fee to the State in the amount of one percent (1%) of the total contract sales. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices.

The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee.

At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$5,000.

3. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

4. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

5. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices

requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

6. Non-Exclusive Contract

Any Contract entered into by the State of Arizona shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

7. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

8. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under Contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

9. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

10. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies,

standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

11. Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

12. E-Rate Compliant

Contractor must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contractor.

13. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising directly from the work performed by the Contractor for the State of Arizona under this contract.

14. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way

limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability (Damage to Rented premises)	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required on the general liability insurance policies. Such additional insured shall be covered to the full limits of

liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources as relates to Contractor operations.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the Insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to David Wisniewski, 100 North 15th Avenue, Phoenix, AZ 85007 .
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates blanket additional insured endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to David Wisniewski, 100 North 15th Avenue, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. If there is a claim, the State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL: Any modification or variation from the Insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

15. Optimization Assistance

Contractor agrees to provide at no charge rate plan optimization analysis services, recommendations and reporting on an as requested basis.

16. Employee Subscriptions for Personal Use

Employees are not authorized to make purchases for personal use from this contract and contractor must comply with section R2-7-204 of the State procurement Code.

17. Replaced Section

The following replaces section 3.7 in Exhibit B in its entirety: Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract specifically for the State are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

18. Contract Document Order of Precedence

In the event of a conflict in the provisions of the Contract, as executed by the State and Contractor as they may be amended by this Participating Addendum, the following shall prevail in the order set forth below:

- 1) Specials Terms and Conditions of the Participating Addendum
- 2) Uniform Terms and Conditions of the Participating Addendum
- 3) The Participating Addendum agreed to by the State and Contractor
- 4) The Master Services Agreement
- 5) The Solicitation by the State of Nevada