

STATE OF MONTANA TERM CONTRACT

Department of Administration
 State Procurement Bureau
 165 Mitchell Building
 PO Box 200135
 Helena, MT 59620-0135
 Phone: (406) 444-2575 Fax: (406) 444-2529
 TTY Users-Dial 711
<http://www.mt.gov/doa/gsd>

T.C. #: S1907
Title: WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
This is a non-exclusive contract.

CONTRACT TERM	FROM	July 1, 2012	CONTRACT STATUS	NEW (X)
	TO	October 31, 2016		RENEW ()
VENDOR ADDRESS	Discountcell, Inc. 350 West 500 South Provo, Utah 84604		ORDER ADDRESS	Discountcell, Inc. 350 West 500 South Provo, Utah 84604
ATTN:	Jennifer King		ATTN:	Jennifer King
PHONE:	801-235-9809		PHONE:	801-235-9809
FAX:	801-705-0324		FAX:	801-705-0324
E-MAIL:	jking@discountcell.com		E-MAIL:	jking@discountcell.com

PRICES: PER MASTER WSCA CONTRACT. Current Pricing Schedule may be viewed by visiting the following WSCA site: <http://www.aboutwsca.org>

DELIVERY: PER MASTER WSCA CONTRACT

F.O.B.: N/A

TERMS: NET 30 DAYS

REMARKS: Current pricing schedules may be viewed by going to www.aboutwsca.org, clicking on "current contracts", click on the website link: <http://purchasing.state.nv.us/Wireless/WSCA/WSCA.htm>



WSCA

JEANNIE LAKE, Contracts Officer

Date: 7/1/12

AUTHORIZED SIGNATURE

WIRELESS COMMUNICATION SERVICES AND EQUIPMENT

This document represents an overview of the Western States Contracting Alliance Wireless Communication Services and Equipment. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of Utah on behalf of WSCA.

2.0 PURPOSE

The purpose of this contract is provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Wireless Communication Services and Equipment.

3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4.0 LIAISON

The primary contractor contact for this participating addendum is as follows:

Jennifer King
350 West 500 South
Provo, UT 84604
Phone: 801-235-9809
Fax: 801-705-0324
Email: jking@discountcell.com

State Liaison

Jeannie Lake, Contracts Officer
State of Montana, General Services Division, State Procurement Bureau
125 N. Roberts, Mitchell Bldg., Room 165
Helena, MT 59620
Phone: 406-444-0110
Fax: 406-444-2529
Email: JeannieLake@mt.gov

WIRELESS COMMUNICATION SERVICES AND EQUIPMENT

5.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the authorized supply point for all required products. The purchase order must reference the contract number WSCA S1907 and identify all items desired, the purchase order date, the delivery date, shipping locations and prices.

6.0 CONTRACT TERM

This contract shall take effect on July 1, 2012 and terminate on October 31, 2016. (Mont. Code Ann. § 18-4-313.)

7.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
DISCOUNTCELL, INC
Nevada Contract Number: 1907
(hereinafter "Contractor")**

**And
State of Montana
(hereinafter "Participating State")**

Page 1 of 6

1. Scope: This addendum covers the WIRELESS SERVICES 2012-2017 lead by the State of Nevada for use by state agencies and other entities located in the Participating State/Entity 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) authorized by an individual state's statutes to use state/entity contracts are subject to the approval 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.

INDIVIDUAL CUSTOMER: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision will be responsible to follow 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 and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to Master Price Agreement: The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference. The provisions of this Participating Addendum, Exhibit A - "State of Montana Specific Constitutional & Statutory Requirements", apply to all transactions under this Agreement.

4. Lease Agreements: Leasing is NOT authorized under the category awarded for this contract.

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	tsmith@admin.nv.gov

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Page 2 of 6

Contractor - Administrative

Name	Jennifer King, President
Address	350 West 500 South, Provo, UT 84604
Telephone	801-235-9809
Fax	801-705-0324
E-mail	jkng@discountcell.com

Contractor - Ordering/Purchasing Contact

Name	Janiel Jones, Manager
Address	350 West 500 South, Provo, UT 84604
Telephone	801-235-9809
Fax	801-705-0324
E-mail	corp@discountcell.com

Participating Entity

Name	Jeannie Lake, Contracts Officer State Procurement Bureau
Address	PO Box 200135, 125 N. Roberts, Helena, MT 59620-0135
Telephone	406-444-0110
Fax	406-444-2529
E-mail	JeannieLake@mt.gov

6. Subcontractors:

No dealers or resellers are authorized under this Master Price Agreement for this category of award.

7. Purchase Order Instructions: All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract # 1907" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, itemized list of accessories. Please channel your PO through DiscountCell.

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: WSCA-TC1907-Discountcell and the Lead State price agreement number: 1907.

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Page 3 of 6

This Participating Addendum 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 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.

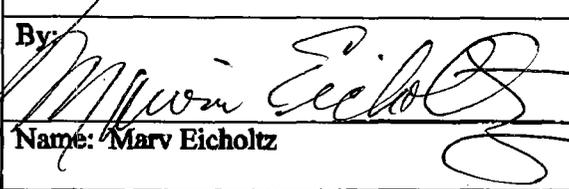
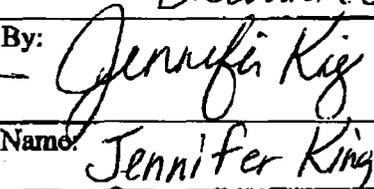
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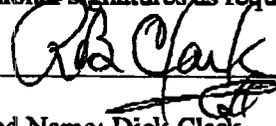
**MASTER PRICE AGREEMENT
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 Nevada Contract Number: 1907
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Montana	Contractor: Discount Cell
By: 	By: 
Name: Marv Eicholtz	Name: Jennifer King
Title: Administrator, General Services Division	Title: President
Date: 6/29/12	Date: 6/25/2012

Additional signatures as required by Participating State

By: 
 Printed Name: Dick Clark

Title: CIO, Department of Administration Information Technology Services Division

Date: 6-15-12

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Page 5 of 6

Exhibit A

**State of Montana
Specific Constitutional & Statutory Requirements**

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

COOPERATIVE PURCHASING: Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. The State of Montana makes no guarantee of any public procurement unit participation in this contract.

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Page 6 of 6

NON-COMPLIANCE WITH DEPARTMENT OF ADMINISTRATION REQUIREMENTS:

The Department of Administration pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)