

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

806



FROM: Purchasing & Fleet Services Department

SUBMITTAL DATE:
August 18, 2015

SUBJECT: Approve the Participating Addendum with iSYS, LLC, a WidePoint Corporation Subsidiary, via a Western States Cooperative Alliance/National Association of State Procurement Officials Cooperative Purchasing Program for Wireless Management Services & Compliance Review for Five Years. [District All] [\$297,000 annually]; [\$1,485,000 Five Year Total]; 100% Department Budgets

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign a five (5) year participating addendum with Western States Cooperative Alliance/National Association of State Procurement Officials Cooperative Purchasing Program for Wireless Management Services and Compliance Review with ISYS, LLC a WidePoint Company from 09/01/2015 through 08/31/2020 for an annual amount not to exceed \$297,000; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No, 459, based on the availability of fiscal funding, to extend the amendment for three additional one year periods not to exceed \$297,000 annually, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 10% of the total contract annually, as approved by County Counsel.

Lisa Brandl

Lisa Brandl
Director, Purchasing and Fleet Svcs.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 222,750	\$ 297,000	\$ 1,485,000	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Department Budgets

Budget Adjustment: No
For Fiscal Year:
15/16-19/20

C.E.O. RECOMMENDATION:

APPROVE

BY: *Ivan M. Chand*
Ivan M. Chand

8/7/2015

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: JAMES E. BROWN
DATE: 8/5/15

Departmental Concurrence

- A-30
- 4/5
- Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-56

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Approve the Participating Addendum with iSYS, LLC, a WidePoint Corporation Subsidiary, via a Western States Cooperative Alliance/National Association of State Procurement Officials Cooperative Purchasing Program for Wireless Management Services & Compliance Review for Five Years. [District All] [\$297,000 annually]; [\$1,485,000 Five Year Total]; 100% Department Budgets

DATE: August 18, 2015

PAGE: Page 2 of 5

BACKGROUND:

Summary

In 2011, as a result of the SCRAPE program and direction from the Board, the Purchasing and Fleet Services Department investigated the possibility of potential savings to the County for wireless device costs. Due to frequent changes in rate plans and the number wireless mobile technology users throughout County departments, a thorough review of the rates carriers charge and monitoring of inventory has become a daunting task for County departments. As a result, Purchasing released a Request for Proposal to solicit vendors that provided optimization services to help reduce wireless device costs to the County. iSYS, LLC, was awarded in 2011 and has been providing services to County departments. Departments wish to continue to utilize these optimization services, and Purchasing identified the State of California's Department of General Services contract through a Western States Cooperative Alliance/National Association of State Procurement Officers (WSCA/NASPO) with iSYS, LLC for the requested services.

The Department of General Services has provided written authorization to allow the County of Riverside to enter into a participating addendum with iSYS, LLC. The WSCA contract has been competed through the State of Utah receiving 13 bid responses with WSCA awarding to five firms. iSYS, LLC is one of the responsive/responsible awarded vendors and the County's current incumbent familiar with the various departments and their internal methods.

By piggybacking off the State contract the County can continue to utilize iSYS, LLC. The County has contracted with iSYS, LLC for the last three and a half years, during which iSYS had provided wireless bill auditing and optimization services that resulted in substantial savings for departments. The vendor was paid on a contingency basis for a percentage of savings identified and implemented. Savings are calculated by comparing the baseline costs (average cost of three months) against the new and optimized rates. Purchasing's intent is to continue to make available a contracted service that provides the ability to efficiently manage the County's growing fleet of wireless devices, particularly cellular/smart phones, as well as monitor and optimize rates individual carriers are charging departments.

This contract/participating addendum includes an option for County departments to take advantage of the vendor's fully managed services, Telecommunication Expense Management services (TEM), in addition to the currently used contingency-based savings sharing model. The managed service handles the mobile device from cradle to grave and is an option available to departments. The managed service includes the following:

Program and Project Management
Service and Asset Inventory Management
Invoice Management and Audit Services
Rate Plan and Feature Optimization
Reporting

24/7/365 Help Desk Support
Bill Payment Services
Device Disposition and Disposal Services
Contract Optimization and Compliance
Dispute Recovery Services

The vendor orders the wireless devices based on the County department's demands, ensures that the rate plans are most advantageous to the County (based on a department's mission needs), monitors the rates as well as usage and optimizes the rates when more competitive plans become available or when usage changes. It is an active process that requires frequent monitoring and analysis with the end goal being lower monthly costs. If there is a need to cancel services and/or need to dispose of equipment, the vendor handles the cancelations and e-cycles the old mobile devices. Depending on the device, a credit may be issued to the department's account.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

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BACKGROUND:

Summary (Continued)

The need for managed services stems from the sheer amount of staff time and effort to manage wireless devices for their particular department. There is no specific department that provides wireless device management services within the County. Carrier plans continuously change and become more complex. Available resources are strained with the time it takes to monitor rate changes, manage inventory, order new devices, or perform any of the other issues relating to wireless devices that require attention. TEM services provide proactive management of wireless plans to achieve the maximum amount of savings for departments. TEM may involve asset management, inventory and tracking, online bill monitoring, reviewing telecommunication plans and working directly with the wireless provider to right-size a plan for a department. As a result, departments receive cost reductions for the wireless expenses. For County departments with a large cell/smart phone fleet, the iSYS, LLC's TEM service can provide efficiencies and expense reduction of their monthly charges.

There are 19 departments currently utilizing iSYS, LLC for phone optimization services (periodic audit of wireless plans). The company is reimbursed on a contingency basis, which means they only receive payment for a percentage of the savings realized. The current structure provides for 35% of the realized savings to be paid to the company; this addendum reduces the percentage to 25% of any realized savings paid to the company. Departments will have the opportunity to continue existing cost saving optimization services at the new rate of 25% or obtain the TEM services at a cost of \$2.75 per device/per month (which includes optimization as well as overall management of wireless devices). Departments not currently enrolled may opt in for either service.

Impact on Residents and Businesses

There is no negative impact.

SUPPLEMENTAL:

Contract History and Price Reasonableness

The Purchasing department issued a Request for Information (RFI) on 03/13/2011 to identify qualified, objective and independent (from any telecom carriers) contractors/firms to perform a countywide telecommunications services bill audit. The audit was to analyze the County's current inventory of cell-phones, PDA/smart phones, tablets, net books, pagers and air cards for the purpose of reducing overall cost to the County, optimizing services, and maximizing the County's return on investment.

This RFI was followed up with a Request for Proposal (RFP) on 06/09/2011. Seven vendors responded. After carefully evaluating all bid responses, iSYS, LLC was awarded on 08/31/2011 as the most responsive and responsible vendor. The vendor collected and reviewed the County department's data. The audit used a three prong approach: using the optimization of current service levels based on a 12 months history, review of current bills against existing contracts and the request of credits. The vendor calculated savings by comparing a baseline (average cost of three months) with the new and optimized rate. iSYS, LLC reviewed optimization reports with each participating County department individually, and once approved by departments, requested and monitored the implementation directly with the carrier.

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SUPPLEMENTAL:

Contract History and Price Reasonableness (Continued)

From April 2012 to December 2014, participating departments using the phone optimization services have realized a savings of over \$2M. Since the implementation of this service, over 19 departments have participated, which include DPSS, Treasurer Tax Collector, Purchasing, and Sheriff, among others. Based on current device audits countywide, it is estimated that monthly savings to the County could be up to \$181,000 per month (figure based on every department participating).

iSYS, LLC, a WidePoint Corporation Subsidiary, is a provider of advanced technology and telecom solutions and has the following state, local and federal government clients including, among others:

- States of Nevada and Utah
- County of Orange, California
- Boulder County, Colorado
- City of Los Angeles Harbor Department, Port of LA
- The Ohio State University
- U.S. Department of Homeland Security (DHS)
- Transportation Security Administration (TSA)
- U.S. Customs and Immigration Services (CIS)
- National Science Foundation (NSF)
- Federal Communications Commission (FCC)
- Administrative Office of the United States Courts (AOUSC)
- U.S. Customs & Border Protection (CBP)
- U.S. Army Corps of Engineers (USACE)
- Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)

The current contract was extended and expired on 02/28/2015. Purchasing and Fleet Services petitioned the State of California's Department of General Services to enter into a participating addendum to the Western States Contracting Alliance (WSCA) contract and received approval. The WSCA contract was competed through the State of Utah receiving 13 bid responses with WSCA awarding to five firms. iSYS, LLC is one of the responsive/responsible awarded vendors and the County's current incumbent familiar with the various County' departments and their internal methods. Additional services for the purpose of auditing and managing wireless services and equipment will include:

- Auditing services
- Contract compliance
- Full Lifecycle Telecom Expense Management (TEM) Services, including plan rightsizing (optimization), monitoring usage, equipment and service ordering and tracking, reporting, dispute resolution, and 24/7/365 help desk services. This is a cost per device option, which is most beneficial for those departments with a large amount of wireless devices.

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DATE: August 18, 2015
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SUPPLEMENTAL:

Contract History and Price Reasonableness (Continued)

The WSCA contract pricing for the fully managed service is \$3.50 per device/month. The contingency based savings sharing model provides that iSYS, LLC will receive 35% of the savings. The Purchasing Department has negotiated the pricing for the County down to \$2.75 per device/month and 25% of the savings if the contingency-based savings sharing model is selected by departments. Either service is available to any county department. On June 3, 2015, this request was submitted to the Technology Standards Oversight Committee and was approved.

The estimated annual cost of \$297,000 per year is based on every department participating in the TEM service option. The contract cost identified is the highest estimated amount and may be lower depending on various factors (participating departments, option selected, length of time with vendor, etc.). The contract is for a five (5) year period, with up to three (3) annual renewal options. This contract is available to all county departments.

ATTACHMENTS (if needed, in this order):

- A. PARTICIPATING ADDENDUM WSCA/NASPO COOPERATIVE PURCHASING PROGRAM, COUNTY OF RIVERSIDE
- B. DGS APPROVAL LETTER TO THE COUNTY OF RIVERSIDE
- C. STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT
- D. WESTERN STATES CONTRACTING ALLIANCE, MASTER AGREEMENT #MA-190

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING PROGRAM
WIRELESS MANAGEMENT SERVICES & COMPLIANCE REVIEW 12-17
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
[Contractor Name iSYS, LLC]
Utah Contract Number: MA-190
(hereinafter "Contractor")
And
[County of Riverside]
(hereinafter "Participating County")

Page 1 of 5

1. Scope:

This addendum covers the Wireless Management Services & Compliance Review lead by the State of Utah 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 with the prior approval of the state's chief procurement official.

2. Participation:

Use of specific WSCA-NASPO 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 prior 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.

3. Participating State Modifications or Additions to Master Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

- a) Attachment A is attached to and included as part of this addendum.
- b) Specific services requested: Full lifecycle managed service as specified in the agreement or the contingency based savings sharing model as specified in the Master Agreement and Attachment A. Each County department will be invoiced individually based on the model of their choice.
- c) Period of Performance shall be for 5 years, with 3 additional renewal years, each additional year shall be renewable in one year increments. Total period of performance: 8 years.

4. Lease Agreements: N/A

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING PROGRAM
WIRELESS MANAGEMENT SERVICES & COMPLIANCE REVIEW 12-17
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[Contractor Name iSYS, LLC]
Utah Contract Number: MA-190
(hereinafter "Contractor")
And
[County of Riverside]
(hereinafter "Participating County")

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

<u>Contractor</u>	
Name	iSYS, LLC, Todd Dzyak
Address	7926 Jones Branch Road, Suite 520
Telephone	(703) 349-5644
Fax	(703) 848-3560
E-mail	tdzyak@isysllc.com

<u>Participating Entity</u>	
Name	County of Riverside
Address	2980 Washington Street
Telephone	(951) 955-4937
Fax	(951) 955-3730
E-mail	dbuesing@co.riverside.ca.us

6. Subcontractors:

All [contractor] dealers and resellers authorized in the State of California, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. The Contractor used for this addendums is identified as iSYS LLC.

7. Purchase Order Instructions:

- a) All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Master Agreement # MA-190" (2) Your Name, Address, Contact, and Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.
- b) Orders can be made out to either (a) [CONTRACTOR] or (b) to an AUTHORIZED reseller depending upon the preference of the Participating State or other participating legal entity.

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING PROGRAM
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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: **[MA-190]** and the Lead State price agreement number: MA-190.

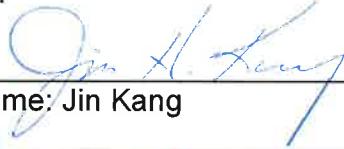
9. Individual Customer:

- a) 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 a 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.
- b) This Participating Addendum and the Master Agreement number MA-190 (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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 Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

**PARTICIPATING ADDENDUM
 WSCA/NASPO COOPERATIVE PURCHASING PROGRAM
 WIRELESS MANAGEMENT SERVICES & COMPLIANCE REVIEW 12-17
 Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT
 [Contractor Name iSYS, LLC]
 Utah Contract Number: MA-190
 (hereinafter "Contractor")
 And
 [County of Riverside]
 (hereinafter "Participating County")

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

Participating County: County of Riverside	Contractor: iSYS, LLC
By:	By: 
Name: Marion Ashley	Name: Jin Kang
Title: Chairman of the Board, Board of Supervisors	Title: President, iSYS, LLC
Date:	Date: 8/5/15

[Additional signatures as required by Participating State]

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	paul.stembler@wsca-naspo.org

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

FORM APPROVED COUNTY COUNSEL
 BY: 
 NEAL R. KIPNIS DATE

**PARTICIPATING ADDENDUM
 WSCA/NASPO COOPERATIVE PURCHASING PROGRAM
 WIRELESS MANAGEMENT SERVICES & COMPLIANCE REVIEW 12-17
 Administered by the State of Utah (hereinafter "Lead State")**

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Attachment A

This addendum herein revises "WSCA Cell Phone Management Solicitation # DG12001 iSYS, LLC Pricing Sheet".

1	Percent (%) of Cost Recovery Fee	25%
	iSYS is to receive 25% of Savings Realized	

	Fee per device/month on equipment that iSYS will manage	\$2.75
2	iSYS is proposing a Full Lifecycle Managed Service Fee per device per month in lieu of the Percent of Cost recovery Fee model for those organizations seeking to set up a wireless Telecom Expense Management (TEM) program. For example: The county has 10,050 devices, the Managed Service Fee will be \$2.75 per device per month. iSYS shall offer an aggregate discount across the addendum; the more County organizations that issue a task order to iSYS under this addendum, the greater the discount for all task orders under the addendum.	

COOPERATIVE PURCHASING ORGANIZATION

January 30, 2015

Dirk Buesing
County of Riverside
Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647

Subject: WSCA-NASPO Cooperative Purchasing Organization Contract for Wireless Management & Contract Compliance Services, Participating Addendum Authorization

Mr. Dirk Buesing:


The Department of General Services (DGS) is in receipt of your request to enter into a Participating Addendum under the WSCA-NASPO Cooperative Purchasing Organization for Wireless Management & Contract Compliance Services administered by the State of Utah.

This letter provides written authorization to enter into a Participating Addendum with iSYS, LLC, contract #MA190.

Your Legal Counsel should be consulted to ensure that you have the authority to enter into WSCA-NASPO agreement and these contracts are consistent with your procurement policies and regulations.

If you have any questions or need assistance from this office, please contact the Department of General Services WSCA-NASPO Program Manager, Steven Kobayashi at (916) 375-4607 or via email at steven.kobayashi@dgs.ca.gov.

Sincerely,



Jim Butler
Deputy Director
Procurement Division

cc: File



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # 1

CONTRACT # MA190

Original Starting Date: 02/01/12

Expiration Date: 01/31/15

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

ISYS LLC

(Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: 01/31/17

Effective Date of Amendment: 01/31/15

Potential Renewal Options Remaining: None

The contract is amended to:

Please provide the following contact information.

	Name	Phone Number	Email Address
General Contact	Jin H. Kang	(703) 349-5644	jkang@isysllc.com
Sales Contact	Paula Hoppe	(310) 877-0539	pmhoppe@isysllc.com
Quarterly Report Contact	Ho-Jin Yang	(703) 349-5644	hyang@isysllc.com

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

 _____
Contractor's Signature 9/30/14 Date

 _____
Kent Beers, Director 9/30/14 Date
State of Utah Division of Purchasing

Jin H. Kang
Contractor's Name (Print)

President
Title (Print)

Purchasing Agent	Phone #	e-mail	Fax #	Contract #
Jeff Mottishaw	(801) 538-1287	jmottishaw@utah.gov	(801) 538-3882	MA190

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS MANAGEMENT & CONTRACT COMPLIANCE 2012-2017
Administered by the State of Utah (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

iSYS, LLC

Utah Contract Number: MA-190
(hereinafter "Contractor")

And

State of Utah

(hereinafter "Participating State")

Utah Reference Contract # MA-190

1. Scope: This addendum covers the Wireless Management & Contract Compliance Contract from the RFP for the same services (RFP DG12001) 2012-2017 lead by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state 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 contracts

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 following terms and conditions will be added to the Participating Addendum for the State of Utah:

1) **AUTHORITY**: Provisions of this Addendum are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2) **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

3) **RECORDS ADMINISTRATION:** 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. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

4) **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

4.1 Status Verification System

A. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.

B. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

C. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

D. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

4.2 Indemnity Clause for Status Verification System

A. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold

harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

B. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

5) **INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions 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 from acts or omissions of the Contractor, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

6) **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits 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 the 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. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

7) **DEBARMENT:** 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. If the Contractor cannot certify this statement, attach a written explanation for review by the

STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

8) **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

9) **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

10) **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

11) **PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

12) **POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties,

cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

13) **REPORTS AND FEES:** The Contractor agrees to provide a quarterly administrative fee to the State of Utah in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for an amount equal to 1% of the total cost savings or net sales (net of any returns, credits, or adjustments) or continuous services purchased under this Addendum for the period. The Contractors WSCA pricing to the Participating Entity may be adjusted to offset for the equivalent fee amount. Payment(s) shall be made in accordance with the following schedule:

Period End	Fee Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Purchasing Agent in the Division of Purchasing over in this Addendum and a copy to the Utah reports email address salesreports@utah.gov.

14) **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.

15) **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 the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

16) **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

17) **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

18) **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the solicitation.

19) **INDIVIDUAL CUSTOMERS:** Each State agency and each political subdivision, as a State Entity, that uses this contract will be treated as if they were individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each State Entity individually.

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 is as follows (or their named successors)

Participating State

Name	Debra Gundersen, Purchasing Agent
Address	3150 State Office Bldg. Salt Lake City, Utah 84114
Telephone	801-538-3150

Fax	801-538-3882
E-mail	dgundersen@utah.gov

Contractor – Administrative (iSYS)

Name	Todd Dzyak
Address	101 Green Meadows Dr. South, Suite 100, Lewis Center OH 43035
Telephone	614-410-1588
Fax	614-410-1921
E-mail	tdzyak@isysllc.com

Contractor – Ordering/Purchasing Contact (iSYS)

Name	Phoebe Wu
Address	7926 Jones Branch Dr. Suite 520, McLean, VA 22102
Telephone	301-977-5395
Fax	703-848-3560
E-mail	pwu@isysllc.com

6. Subcontractors:

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

7. Purchase Order Instructions:

Participating Entity (ies) must issue purchase orders hereunder that references MA-190 which is the State of Utah contract reference number for the WSCA contract # MA-190.. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment

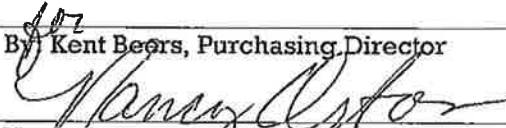
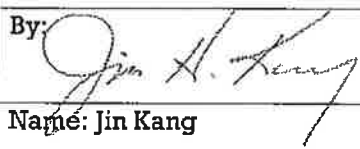
All orders should contain the following (1) State of Utah contract # MA-190 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, itemized list of accessories. Please channel your PO through DiscountCell.

This Participating Addendum and the Master Price Agreement number MA-190 (administered by the State of Utah) 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.

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

Participating State: State of Utah	Contractor: iSYS, LLC
By: ^{for} Kent Beers, Purchasing Director 	By: 
Name: <i>Nancy Oster</i>	Name: Jin Kang
Title: <i>Asst. Director</i>	Title: President, iSYS, LLC
Date: <i>2-9-12</i>	Date: 2/3/12

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER MA-190

1. **CONTRACTING PARTIES:** This State Cooperative Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, and the following CONTRACTOR:

iSYS, LLC

Name		
<u>7926 Jones Branch Road, Suite 520</u>		
Address		
<u>McLean</u>	<u>VA</u>	<u>22102</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Paula Hoppe Phone #310-877-0539 Fax # 703-848-3560 Email pmhoppe@isysllc.com
Federal Tax ID# 330-994-781 Vendor #VC0000164784 Commodity Code #94620 & 91804

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:
WSCA Contract for Wireless Management & Contract Compliance Services
3. **CONTRACT PERIOD:** Effective date: February 1, 2012 Termination date: January 31, 2015 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): (1) two year renewal option.
4. **PRICING AS PER THE ATTACHMENT**
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: Delivery date based on project outline
MINIMUM ORDER: none
FREIGHT TERMS: N/A
5. **ATTACHMENT A:** WSCA Contract Terms and Conditions, State Cooperative Contract
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #RFP DG12001 dated October 17, 2011.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Jin H. Kang
Contractor's Signature

2/2/12
Date

Jin Kang, President, iSYS, LLC
Type or Print Name and Title

STATE OF UTAH

Kent D. Beers
Director, Div. of Purchasing & General Svs.

2/2/12
Date

**Standard Contract Terms and Conditions
Western States Contracting Alliance
Request for Proposal**

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUANTITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror; otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at an offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be 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.

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposal may be modified or withdrawn unless done in response to a request for a "Best and Final Offer" from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted 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 Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 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; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states 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 from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. 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 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. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY: As used herein "Buyer" refers to any Participating State agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.

AMENDMENTS: 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.

ASSIGNMENT/SUBCONTRACT: 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.

NONDISCRIMINATION: The offeror 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. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

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.

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 compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them 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.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

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 the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating sales to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the Participating States shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: 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. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: 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. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state 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 respective State Chief Procurement Official.

Revision date: August 2011

ATTACHMENT B: SCOPE OF WORK
WSCA Wireless Management & Contract Compliance Services

Scope of Work

The scope of this procurement includes: provide Contract Compliance/Cost Recovery (Invoice Audits) and Optimization/Right Sizing Plans (Accounts) as part of a comprehensive wireless management tool for cell phones including data services.

This contract will include management services including but not limited to review of overcharges on existing phone bills (from existing WSCA contracts in the past 12 months), right sizing evaluation processes, the "audit" of the WSCA Wireless contracts as required by WSCA (for the entire contract term) and collection or correction of any discrepancies, as well as auditing services for cellular phone contracts with individual states upon request from either party.

Voice Line Auditing (LAN Lines) is not a mandatory requirement of this contract but it is a preferred part of the contract.

The intent of the audit portion of this contract is to (1) validate that suppliers under contract with WSCA are charging qualified participating entities the correct contract prices; and/or (2) validate that WSCA/NASPO suppliers are accurately reporting the amount of contract sales and remitting the appropriate administrative fee payments.

The services resulting from the award of this Master Agreement will be available to all qualified entities including States, Cities, Counties, and political subdivisions, as dictated by the State Participating Addendums, on an as needed basis under the same terms and conditions including pricing that is agreed to in the Master Agreement(s) or participating addendums.

The resulting master agreement will be awarded with the understanding and agreement that it is for the sole convenience of the participating entities. The participating entities reserve the right to obtain like goods or services from other sources at the Participating Entity's discretion.

Length of Contract/Governing Entity

The contract resulting from the RFP will be for a period of three (3) years. The contract may be extended beyond the original contract period for two (2) additional years at the State's discretion and by mutual agreement.

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code. These are available at the Internet website www.purchasing.utah.gov for the State of Utah's Division of Purchasing

& General Services.

The laws of the State of Utah will govern all Master Agreements that result from this procurement unless the OEM and participating entity agree in a Participating Addendum that the laws of another jurisdiction will govern purchases made by purchasing entities within the jurisdiction of the participating entity.

Price Guarantee Period

All pricing must be guaranteed for the term of the contract. Following the price guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

Quarterly Reports

All award contract vendors will be required to provide quarterly usage reports to the WSCA Master Agreement Administrator.

The initiation and submission of the quarterly reports are the responsibility of the OEM. There will be no prompting or notification provided by the WSCA Master Agreement Administrator.

Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1: *July 1 through September 30, due annually by October 30.*

Quarter #2: *October 1 through December 31, due annually by January 30.*

Quarter #3: *January 1 through March 31, due annually by April 30.*

Quarter #4: *April 1 through June 30, due annually by July 30.*

Offerors must identify the person responsible for providing the mandatory usage reports. This contact information must be kept current during the Master Agreement period. The WSCA Price Agreement Administrator must be notified if the contact information changes.

The purpose of the Master Agreement usage reporting requirement is to aid in Master Agreement management. The specific report content, scope, and format requirements will be provided to the awarded OEM's during Master Agreement execution. Some WSCA States may require additional reporting requirements. Those requirements will be addressed through the individual participating entity's Participating Addendum process. Failure to comply with this requirement may result in Master Agreement cancellation

WSCA Administration Fee

WSCA will not charge an administration fee on this contract award. However, some WSCA States may require that an additional fee be paid directly to the WSCA Member State on additional services requested by that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the contract. The contractor may adjust the contract pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA fee or the prices paid by the procuring agencies outside the jurisdiction of the WSCA State requesting the additional fee.

Order of Contract Precedence

The contract shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA") including any state specific Terms & Conditions included in this solicitation
2. WSCA Standard Terms & Conditions
3. The Solicitation, and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the solicitation, or terms listed or referenced on the Contractor website, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

Right to Publish

Throughout the duration of this procurement process and Master Agreement term, offerors, or awarded vendors must secure from the WSCA Master Agreement Administrator prior approval for the release of any information that pertains to the potential work or activities covered by this procurement or the Master Agreement. Award vendors shall not make any representations of WSCA's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Master Agreement without prior written consent of the WSCA Master Agreement Administrator. Failure to adhere to this requirement may result in disqualification of the offerors proposal or termination of the Master Agreement for cause.

Contract Compliance/Cost Recovery (Invoice Audit Services).

(1) Compliance with Contract Pricing Agreements

The primary focus of this compliance review will be to work directly with WSCA to

validate that vendors under contract with WSCA are charging state agencies and political subdivisions the correct prices agreed to under the terms and conditions of the contract.

(2) Accuracy of Administrative Fee Payments Remitted

Under the terms and conditions of contracts, vendors are required to remit an administrative fee payable to WSCA and/or the individual state based on the volume of spend (contract usage) by state agencies and political subdivisions. The primary focus of this compliance review will be to validate that vendors under contract are accurately reporting the amount of contract sales and remitting the proper administrative fee payments to both WSCA and participating States.

Applicable compliance reviews shall be conducted in accordance with generally accepted accounting practices and established performance standards that are customary in the industry, i.e. Government Auditing Standards (Yellow Book). If these standards are in conflict with a specific scope of work outlined in Phase II, such as cost recovery compliance review, then these standards will be waived.

Minimum/Mandatory Qualifications

Offerors must possess at least five (5) years of experience performing contract compliance reviews as described in this RFP. Offerors shall be proficient in performing payment error risk assessments, detecting overpayment errors, utilizing efficient methods for overpayment error detection, handling large volumes of data, understanding control systems and weaknesses, understanding automated purchasing, payables and accounting systems, report writing, overpayment recovery and project administration and management.

Vendor must provide current licenses as well required for this type of service as well as company financial reports and records for the past 3 years showing stability of company as part of your RFP response.

Firms must have the necessary resources to conduct compliance reviews in all 15 WSCA member states plus other NASPO states using the Master Agreement resulting from this solicitation. If a firm is only interested in providing these services in some NASPO states they must clearly list each state in the RFP response and must provide the service in the entire location of that state. Some contract data and other pertinent information may be only available at the lead contracting state and at the state agency level depending of the type of audit requested and the type of reporting required by each state in the Participating Addendum.

Optimization/Right Sizing Plans (Accounts) Basic Services. The successful offeror will enable the end-user to have control and understanding of their cell phone plans and eliminate waste. This will be done through the utilization of technology to help manage

cell phone plans and usage. The cell phone industry is constantly changing. Management of accounts will be proactive not reactive. Explain how you will perform the following tasks:

1. **Billing Errors:** Proactive monitoring of accounts and the ability to alert end-user of any discrepancies.
2. **Unused Lines:** Proactive alerts informing end-user of unused lines.
3. **Prevent Overages:** By monitoring the usage of cell phone lines end-users are alerted to potential overages and made aware of where the account stands during billing cycles.
4. **Identify Correct Plan:** Proactively monitor plans to ensure plans match needs and return the best value.

Contract Compliance/Cost Recovery (Invoice Audits). Contractor will audit WSCA wireless carrier records to determine if the carriers are remitting the proper WSCA fees from the total of all sales to WSCA members. Contractor will review both carrier records and member records. If the audit/review results in identification of a potential discrepancy, whether it is a refund, credit or other savings, contractor will perform all work to resolve the discrepancy and ensure that the proper amounts are remitted to WSCA.

Reports. Contractor is responsible for collecting, tracking and reporting all assessments and cost recovery transactions.

Provide screen shot examples of how end-users would receive alerts, statements, etc.

1. Is the end-user able to easily organize data as needed? Explain.
2. Is data able to be categorized to process expenses to the correct department or individuals? Explain.

Staff & Customer Service. The selected vendor represents that it has, or will secure at its expense all personnel required in performing the services required in this RFP.

1. Provide details of your proposed staffing strategy to support end-users. Describe your company's customer service plan and processes.

Security. Define how you will guarantee security and privacy of billing and state employee information.

Training. The vendor will be expected to provide initial as well as on-going training to the end-users.

1. Provide a sample training plan.
2. Provide an example of other training programs you have created and successfully implemented or completed.

Marketing. Describe how you will promote and make your services known to agencies throughout the WSCA/NASPO states.

Workers Compensation. The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the resulting Agreement, and agree to furnish WSCA with satisfactory evidence thereof at any time WSCA may so request.

Commercial General Liability. The Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products completed operations. Personnel and advertising injury, and liability assumed under an insured contract. Bidders must provide a copy of their current insurance policy with their RFP response.

WSCA Cell Phone Management Solicitation # DG12001

ISYS, LLC Pricing Sheet

1	Percent (%) of Cost Recovery Fee	35%
	ISYS is to receive 35% of Savings Realized	

2	Since some states cannot use a percent discount off of recovery, ISYS provides a fixed rate on time plus materials.	\$ 75.00
	ISYS has submitted the "Telecom Analyst" labor category's hourly rate, but other labor categories may be brought into the project depending upon the size and scope of the project. As a project's scope increases, more senior level and project management services will need to be utilized to properly manage the project. The labor categories are below.	
	Labor Categories	
	Project Manager	\$ 94.59
	Sr. Telecom Analyst	\$ 87.50
	Telecom Analyst	\$ 75.00
Data Entry Clerk	\$ 40.25	

3	Combination of Hourly Rates and Percentage of Recovery Fee	5%
	If this option is utilized, ISYS will decrease its percent of Cost Recovery Fee to 5% and bill out the appropriate labor categories for the specific project. The labor categories are below.	
	Project Manager	\$ 69.00
	Sr. Telecom Analyst	\$ 64.00
	Telecom Analyst	\$ 55.00
Data Entry Clerk	\$ 29.25	

4	Fee per device/per month on equipment that ISYS will manage	\$ 3.50
	ISYS is proposing a Full Lifecycle Managed Services Fee per device per month in lieu of the Percent of Cost Recovery Fee model for those organizations seeking to set up a wireless Telecom Expense Management (TEM) program. Chart A below lists volume discounts for organizations that issue such a task order. For example, if a county has 10,050 devices, the Managed Services Fee will be \$3.35 per device per month. ISYS is also offering an aggregate discount across the contract; the more organizations that issue a task order to ISYS under this contract the greater the discount is to all task orders under the contract.	
	ISYS also proposes a blended rate for full lifecycle management. If an organization opts to utilize the Percent of Cost Recovery Fee "Share in Savings" model and also wants ISYS to provide a full lifecycle TEM program, then the percent of savings will lower to 20% for ISYS savings recovered and the Managed Services Fee per device per month will follow the pricing schedule in Chart B.	

Chart A

Managed Services Fee for Full Lifecycle Management (No "Share In Savings")		
	CLIN	Total # of Units for Individual Task Order under WSCA Contract
Full Lifecycle Managed Services Fee	1001	0-999
	1002	1000-4999
	1003	5000-9999
	1004	10000-19999
	1005	20000-39999
	1006	40000 or more

Aggregate Discount Across WSCA Contract				
Level 1	Level 2	Level 3	Level 4	Level 5
0 - 29,999	30,000 - 59,999	60,000 - 89,999	90,000 - 119,999	120,000 or above
0%	5.0%	7.5%	10.0%	12.5%
\$ 3.50	\$ 3.33	\$ 3.24	\$ 3.15	\$ 3.06
\$ 3.45	\$ 3.28	\$ 3.19	\$ 3.11	\$ 3.02
\$ 3.40	\$ 3.23	\$ 3.15	\$ 3.06	\$ 2.98
\$ 3.35	\$ 3.18	\$ 3.10	\$ 3.02	\$ 2.93
\$ 3.30	\$ 3.14	\$ 3.05	\$ 2.97	\$ 2.89
\$ 3.25	\$ 3.09	\$ 3.01	\$ 2.93	\$ 2.84

Chart B

Managed Services Fee for Full Lifecycle Management (in conjunction with the "Share in Savings" Model)		
	CLIN	Total # of Units for Individual Task Order under WSCA Contract
Full Lifecycle Managed Services Fee	1001	0-999
	1002	1000-4999
	1003	5000-9999
	1004	10000-19999
	1005	20000-39999
	1006	40000 or more

Aggregate Discount Across WSCA Contract				
Level 1	Level 2	Level 3	Level 4	Level 5
0 - 29,999	30,000 - 59,999	60,000 - 89,999	90,000 - 119,999	120,000 or above
0%	5.0%	7.5%	10.0%	12.5%
\$ 2.50	\$ 2.38	\$ 3.24	\$ 3.15	\$ 3.06
\$ 2.45	\$ 2.33	\$ 2.27	\$ 2.21	\$ 2.14
\$ 2.40	\$ 2.28	\$ 2.22	\$ 2.16	\$ 2.10
\$ 2.35	\$ 2.23	\$ 2.17	\$ 2.12	\$ 2.06
\$ 2.30	\$ 2.19	\$ 2.13	\$ 2.07	\$ 2.01
\$ 2.25	\$ 2.14	\$ 2.08	\$ 2.03	\$ 1.97

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ISYS also offers a telecom expense managed services solution for landlines. The pricing schedule for these services follows in the chart below.

Telecom Monthly Spend Range		ISYS Monthly Pricing		
Minimum Monthly Telecom Spend	Maximum Monthly Telecom Spend	1 Year Contract	2 Year Contract	3 Year Contract
\$ 2,000,000.01	\$ 2,083,333.33	\$ 33,455.87	\$ 29,273.88	\$ 24,924.62
\$ 2,083,333.34	\$ 2,166,666.67	\$ 34,794.10	\$ 30,444.84	\$ 25,921.60
\$ 2,166,666.68	\$ 2,250,000.00	\$ 36,132.33	\$ 31,615.80	\$ 26,918.59
\$ 2,250,000.01	\$ 2,333,333.33	\$ 37,470.57	\$ 32,786.75	\$ 27,915.57
\$ 2,333,333.34	\$ 2,416,666.67	\$ 38,808.80	\$ 33,957.70	\$ 28,912.56
\$ 2,416,666.68	\$ 2,500,000.00	\$ 40,147.04	\$ 35,128.66	\$ 29,909.54
\$ 2,500,000.01	\$ 2,583,333.33	\$ 41,485.27	\$ 36,299.62	\$ 30,906.53
\$ 2,583,333.34	\$ 2,666,666.67	\$ 42,823.51	\$ 37,470.57	\$ 31,903.51
\$ 2,666,666.68	\$ 2,750,000.00	\$ 44,161.74	\$ 38,641.52	\$ 32,900.50
\$ 2,750,000.01	\$ 2,833,333.33	\$ 45,499.98	\$ 39,812.49	\$ 33,897.49
\$ 2,833,333.34	\$ 2,916,666.67	\$ 46,838.21	\$ 40,983.44	\$ 34,894.47
\$ 2,916,666.68	\$ 3,000,000.00	\$ 48,176.45	\$ 42,154.39	\$ 35,891.45
\$ 3,000,000.01	\$ 3,083,333.33	\$ 49,514.68	\$ 43,325.34	\$ 36,888.44
\$ 3,083,333.34	\$ 3,166,666.67	\$ 50,852.92	\$ 44,496.31	\$ 37,885.43
\$ 3,166,666.68	\$ 3,250,000.00	\$ 52,191.15	\$ 45,667.26	\$ 38,882.41
\$ 3,250,000.01	\$ 3,333,333.33	\$ 53,529.39	\$ 46,838.21	\$ 39,879.39
\$ 3,333,333.34	\$ 3,416,666.67	\$ 54,867.62	\$ 48,009.17	\$ 40,876.38
\$ 3,416,666.68	\$ 3,500,000.00	\$ 56,205.85	\$ 49,180.12	\$ 41,873.36
\$ 3,500,000.01	\$ 3,583,333.33	\$ 57,544.09	\$ 50,351.08	\$ 42,870.35
\$ 3,583,333.34	\$ 3,666,666.67	\$ 58,882.32	\$ 51,522.03	\$ 43,867.33
\$ 3,666,666.68	\$ 3,750,000.00	\$ 60,220.56	\$ 52,692.99	\$ 44,864.32
\$ 3,750,000.01	\$ 3,833,333.33	\$ 61,558.79	\$ 53,863.94	\$ 45,861.30
\$ 3,833,333.34	\$ 3,916,666.67	\$ 62,897.03	\$ 55,034.90	\$ 46,858.28
\$ 3,916,666.68	\$ 4,000,000.00	\$ 64,235.26	\$ 56,205.85	\$ 47,855.27
\$ 4,000,000.01	\$ 4,083,333.33	\$ 65,573.50	\$ 57,376.81	\$ 48,852.26
\$ 4,083,333.34	\$ 4,166,666.67	\$ 66,911.73	\$ 58,547.77	\$ 49,849.25
\$ 4,166,666.68	\$ 4,250,000.00	\$ 67,949.97	\$ 59,456.22	\$ 50,962.47
\$ 4,250,000.01	\$ 4,333,333.33	\$ 69,282.32	\$ 60,622.03	\$ 51,961.74
\$ 4,333,333.34	\$ 4,416,666.67	\$ 70,614.67	\$ 61,787.84	\$ 52,961.01
\$ 4,416,666.68	\$ 4,500,000.00	\$ 71,947.02	\$ 62,953.65	\$ 53,960.27
\$ 4,500,000.01	\$ 4,583,333.33	\$ 73,279.38	\$ 64,119.45	\$ 54,959.54
\$ 4,583,333.34	\$ 4,666,666.67	\$ 74,611.73	\$ 65,285.26	\$ 55,958.80

Telecom Monthly Spend Range		iSYS Monthly Pricing		
Minimum Monthly Telecom Spend	Maximum Monthly Telecom Spend	1 Year Contract	2 Year Contract	3 Year Contract
\$ 4,666,666.68	\$ 4,750,000.00	\$ 75,944.08	\$ 66,451.07	\$ 56,958.06
\$ 4,750,000.01	\$ 4,833,333.33	\$ 77,276.43	\$ 67,616.88	\$ 57,957.32
\$ 4,833,333.34	\$ 4,916,666.67	\$ 78,608.78	\$ 68,782.69	\$ 58,956.59
\$ 4,916,666.68	\$ 5,000,000.00	\$ 79,941.14	\$ 69,948.49	\$ 59,955.85
\$ 5,000,000.01	\$ 5,083,333.33	\$ 81,273.49	\$ 71,114.30	\$ 60,955.12
\$ 5,083,333.34	\$ 5,166,666.67	\$ 82,605.84	\$ 72,280.11	\$ 61,954.38
\$ 5,166,666.68	\$ 5,250,000.00	\$ 83,938.19	\$ 73,445.92	\$ 62,953.65
\$ 5,250,000.01	\$ 5,333,333.33	\$ 85,270.55	\$ 74,611.73	\$ 63,952.91
\$ 5,333,333.34	\$ 5,416,666.67	\$ 86,602.90	\$ 75,777.54	\$ 64,952.17
\$ 5,416,666.68	\$ 5,500,000.00	\$ 87,935.25	\$ 76,943.35	\$ 65,951.44
\$ 5,500,000.01	\$ 5,583,333.33	\$ 89,267.60	\$ 78,109.15	\$ 66,950.70
\$ 5,583,333.34	\$ 5,666,666.67	\$ 90,599.95	\$ 79,274.96	\$ 67,949.97
\$ 5,666,666.68	\$ 5,750,000.00	\$ 91,932.31	\$ 80,440.77	\$ 68,949.24
\$ 5,750,000.01	\$ 5,833,333.33	\$ 93,264.66	\$ 81,606.58	\$ 69,948.49
\$ 5,833,333.34	\$ 5,916,666.67	\$ 94,597.01	\$ 82,772.38	\$ 70,947.76
\$ 5,916,666.68	\$ 6,000,000.00	\$ 95,929.36	\$ 83,938.19	\$ 71,947.02
\$ 6,000,000.01	\$ 6,083,333.33	\$ 97,261.72	\$ 85,104.00	\$ 72,946.29
\$ 6,083,333.34	\$ 6,166,666.67	\$ 98,594.07	\$ 86,269.81	\$ 73,945.55
\$ 6,166,666.68	\$ 6,250,000.00	\$ 99,926.42	\$ 87,435.62	\$ 74,944.82