

ATTACHMENT BB

NEGOTIATED ITEMS

1. **Quarterly Reports:** In the event contractor fails to submit a completed Quarterly Administrative Report pursuant to the dates referenced in Attachment F of the RFP, contractor will be subject to a performance guarantee penalty of one hundred (\$100.00) dollars.
2. **Cost Proposal:**
 - Public Safety Unlimited Data rate plan of \$49.99 is exempt from further discounting.
 - Cingular reserves the right to exempt exclusive devices and rate plan offers from discounting until they become commonly available.
 - Promotions vary and cannot be combined with contracted discounts.
 - Cingular will only provide Equipment with Service activated. The Equipment Discount will not apply to upgrade purchases and may not be combined with any other equipment offer.
3. **Participating Addendums:** Participating Addendums to Master Service Agreement No. 10-00115 shall survive the assignment from the Original Lead State to the Assigned Lead State, and upon the required approval as specified in paragraph 1, shall be effective subject to the terms and conditions of the contracts entered into as a result of State of Nevada RFP 1523. Once the contracts entered into as a result of State of Nevada RFP 1523 become effective, each Participating Entity shall have the option of negotiating a new participating addendum, or continuing to participate under the existing Participating Addendum.
4. **WSCA Special Terms and Conditions:** The WSCA Special Terms and Conditions are hereby excluded from the State's Solicitation (RFP 1523); Scope of Work. The State will negotiate the WSCA Special Terms and Conditions on behalf of participating entities and upon final negotiations will incorporate the Terms and Conditions through an amendment to the contract. Participating entities may negotiated or include additional terms and conditions through a Participating Addendum (PA) individually with the contractor.
5. **Contractor's Response:** Contractor's exceptions to RFP No. 1523 as enumerated in Attachment B shall not supplement, contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract; any exceptions to the State's standard contract listed in the Contractor's Response to RFP No. 1523 are not a part of this Contract unless otherwise mutually agreed upon and incorporated in the State's standard contract form as executed by Cingular.

Contractor's Initials



Agency Initials

