

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

MASTER PRICE AGREEMENT

TESSCO

Contract Number: 1907
(hereinafter "Contractor")

And

[State of Arkansas]
(hereinafter "Participating State")

Page 1 of 4

1. Scope: This addendum covers the WIRELESS SERVICES 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: All eligible purchasers within the State of Arkansas including State Agencies, K-12, and local public procurement units (cities, counties, municipalities) are authorized to purchase products and services under the terms and conditions of this price agreement.

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:

1. The laws of the State of Arkansas shall govern this agreement.
2. Payments shall be submitted to the Contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of the invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after the date of invoice.
3. Records relevant to Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of five (5) years from the date of acceptance of the purchase order, provided, however, that such government authorities shall provide thirty (30) days written notice to Contractor of its intent to conduct such examination contemplated by this Section 3. The purchasing entity shall have the right to audit billing either before or after payment during normal business hours. Payment under this agreement shall not foreclose the right of the purchasing entity to recover excessive or illegal payments. Further, due to the highly sensitive and proprietary nature of Contractor's records, any third party auditor acting on behalf of the purchasing entity shall be subject to prior approval by Contractor and may be required at Contractor's sole discretion to execute Contractor's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing Contractor's records.
4. A Purchasing Entity shall determine whether all Products and services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor

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

MASTER PRICE AGREEMENT

TESSCO

Contract Number: 1907
(hereinafter "Contractor")

And

[State of Arkansas]
(hereinafter "Participating State")

Page 2 of 4

within thirty (30) calendar days of non-acceptance of a product or service; otherwise the Products or Services shall be deemed accepted.

5. The contractor and the state have the right to pursue any other remedy permitted by law or in equity.
 6. Under Arkansas law, state agencies (the "State") may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, without waiving any or all sovereign immunities, with respect to loss, expense, damage, liability, claims or demands, either at law or in equity, for actual or alleged injuries to persons or property arising out of any negligent act or omission by the State or its employees or agents in the performance of this agreement, the State agrees with Tessco that: (a) it will reasonably cooperate with Tessco in the defense of any action or claim brought against Tessco seeking the foregoing damages or relief; (b) it will in good faith address with Tessco should Tessco present any claims of the foregoing nature against the State to the Claims Commission of the State of Arkansas; however, the State reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.
 7. In the event the State no longer needs the service or commodity due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the Participating Addendum by giving the contractor(s) written notice of such cancellation 30 days prior to the date of cancellation.
 8. Vendor shall be required to provide annual customer activity reports to the Office of State Procurement. The reports shall be provided by September 1 each year. The Contract Activity Report format **must** be in Microsoft Excel format and include: Customer Type, Agency Name, Agency Purchase Order Number, Purchase Order Date, Ship Date, Invoice Number, Product Number, Product Description, List/MSRP Price, Customer Price, Quantity, Total Price. Reports outlined in this section **must** be sent to: OSP.ITContracts@dfa.arkansas.gov. Nothing in this paragraph shall be construed to require the Contractor to report on any products or services purchased by employees of the eligible entities herein for which there is no governmental liability.
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 |

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

MASTER PRICE AGREEMENT

TESSCO

Contract Number: 1907
(hereinafter "Contractor")

And

[State of Arkansas]
(hereinafter "Participating State")

Page 3 of 4

| | |
|-----------|----------------------|
| Telephone | 775-684-0178 |
| Fax | 775-684-0188 |
| E-mail | tlsmith@admin.nv.gov |

Contractor

| | |
|-----------|--|
| Name | Kristina Lewis, Contract Administrator |
| Address | 11126 McCormick Road, Hunt Valley, MD 21031-1494 |
| Telephone | 800-316-2830 |
| Fax | 410-527-0005 |
| E-mail | bid@tessco.com |

Participating Entity

| | |
|-----------|---|
| Name | Sue Rojas |
| Address | 1509 W. 7 th Street, Room 300, Little Rock, AR 72201 |
| Telephone | 501-371-6055 |
| Fax | 501-324-9311 |
| E-mail | sue.rojas@dfa.arkansas.gov |

6. Subcontractors:

All [contractor] dealers and resellers authorized in the State of **Arkansas**, as shown on the dedicated [contractor] (WSCA) website, are approved to provide sales and service support to participants in the WSCA Master Price Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement and Participating Addendum. All dealers and resellers must be approved by the State of Arkansas prior to inclusion on the contractor WSCA website.

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, monthly payment (if leased), itemized list of accessories. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

Orders shall be made out to Tessco only.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Lead State price agreement number: 1907 and the State Contract Number 4600024119.

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of

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

**MASTER PRICE AGREEMENT
TESSCO**

Contract Number: 1907
(hereinafter "Contractor")

And

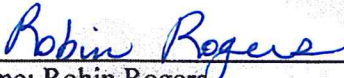
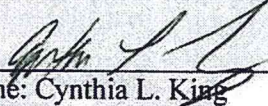
State of Arkansas
(hereinafter "Participating State")

Page 4 of 4

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.

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

| | |
|--|---|
| Participating State: | Contractor: TESSCO Incorporated |
| By:  | By:  |
| Name: Robin Rogers | Name: Cynthia L. King |
| Title: Deputy Director | Title: Vice President |
| Date: 4/30/12 | Date: 04/30/2012 |

[Additional signatures as required by Participating State]