

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

**MASTER PRICE AGREEMENT  
SPRINT SOLUTIONS, INC.  
Nevada Contract Number: 1907  
(hereinafter "Contractor" or "Sprint")**

And

**State of Arkansas  
(hereinafter "Participating State")  
Participating State Contract Number: 4600023397**

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1. **Scope/Background:** Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. S1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized to utilize the Master Service Agreement. This Addendum is a separate agreement between the Participating State and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. **Participation:** All eligible purchasers within the State of Arkansas including State Agencies, K-12, local public procurement units (cities, counties, municipalities) and authorized non-profits are authorized to purchase products and services under the terms and conditions of this Addendum.
3. **Participating State Modifications or Additions to Master Service Agreement:**

3.1 The laws of the State of Arkansas shall govern this Addendum.

3.2 **Section 12 ("Payment") of the Master Service Agreement is hereby deleted and replaced with the following language:**

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.

3.3 **Section 20 ("Inspection & Audit"), paragraph c ("Period of Retention") of the Master Service Agreement is hereby deleted and replaced with the following language:**

Records relevant to Participating 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,

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that such government authorities shall provide thirty (30) days written notice to Contractor of its intent to conduct such examination contemplated by this Section. The Participating Entity shall have the right to audit billing, upon reasonable prior written notice, either before or after payment during normal business hours. Payment under this Addendum 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.

- 3.4 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 Participating Entity has accepted the Products or Services. The Participating Entity must notify the Contractor within thirty (30) calendar days of non-acceptance of a product or service; otherwise the Products or Services shall be deemed accepted.
- 3.5 In the event the Participating 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 ("Termination for Non-appropriation"), 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. Following Termination for Non-appropriation, the Participating State will not be obligated for payments for any fiscal period after the effective date of termination.
- 3.6 Sprint may, at its sole discretion, extend the IL Discount in accordance with Attachment AA, Sections 2.3 and 14 to employees of the various eligible entities under this Participating Addendum, but the eligible entity shall have no liability whatsoever concerning the equipment, services, or the payments thereof purchased under IL Accounts.
- 3.7 Contractor shall be required to provide annual customer activity reports ("Activity Reports") to the Office of State Procurement for sales made to all Participating Entities under this Addendum. The Activity Reports shall be provided by September 1 each year. The Activity Report format **must** be in Microsoft Excel format and include: Customer Type, Agency Name Billing

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Account Number, Subscriber Quantity, and Total Sales. Activity Reports outlined in this section **must** be sent to: [OSP.ITContracts@dfa.arkansas.gov](mailto: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 on IL Accounts of the eligible entities herein for which there is no governmental liability.

- 3.8 The Contractor and the Participating State have the right to pursue any other remedy permitted by law or in equity.
- 3.9 Sprint is licensed by the Federal Communications Commission as a cellular mobile radio service carrier. Sprint E-Rate Service Provider Identification Number (SPIN) is: 143006742.
- 3.10 In the event of any conflict between the terms and conditions of any of the documents comprising, related to, or participating in the Addendum, the following order of precedence will control:
- a) This Participating Addendum
  - b) WSCA Master Service Agreement
  - c) The Contractor's Special Terms and Conditions (Attachment AA)
  - d) The Solicitation (Attachment BB)
  - e) The Contractor's Response (Attachment CC)
4. **Lease Agreements:** Leasing is **NOT** authorized under the category awarded for this contract.
5. **Primary Contacts:** The primary contact individuals for this Addendum are as follows (or their named successors):

**Lead State**

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	<a href="mailto:tlsmith@admin.nv.gov">tlsmith@admin.nv.gov</a>

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**Contractor**

<b>Name</b>	Gray Sigler
<b>Address</b>	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
<b>Telephone</b>	775-450-2916
<b>Fax</b>	See Secondary Contact
<b>E-mail</b>	<a href="mailto:Gray.r.Sigler@sprint.com">Gray.r.Sigler@sprint.com</a>

**Contractor (Secondary Contact)**

<b>Name</b>	Michaela Clairmonte, Manager, Contract Negotiations
<b>Address</b>	12502 Sunrise Valley Drive, MS: VARESA0208, Reston, VA 20196
<b>Telephone</b>	703-433-8581
<b>Fax</b>	703-433-8798
<b>E-mail</b>	<a href="mailto:Michaela.Clairmonte@sprint.com">Michaela.Clairmonte@sprint.com</a>

**Participating State/Participating Entity**

<b>Name</b>	Susan Rojas
<b>Address</b>	1509 W. 7 <sup>th</sup> Street, Room 300, Little Rock, AR 72201
<b>Telephone</b>	501-371-6055
<b>Fax</b>	501-324-9311
<b>E-mail</b>	<a href="mailto:Sue.rojas@dfa.arkansas.gov">Sue.rojas@dfa.arkansas.gov</a>

6. [Purposely Left Blank.]

7. **Purchase Order Instructions:**

As a pre-condition to ordering Sprint services and equipment, Sprint shall in its discretion require eligible entities to provide a Purchase Order or for non-state government entities, other approved Sprint funding document. All orders should contain the following mandatory language: (1) indicating that "all Purchase Orders or Sprint approved funding documents will be in accordance with and subject to WSCA Contract # 1907"; (2) Your Name, Address, Contact Number, email address and Contractor's account number(s); and (3) Purchase order amount.

8. **Price Agreement Number:**

All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State

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contract number: 4600023397 and the Lead State price agreement number: 1907.

This Addendum and the Master Service Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Service 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 its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating State and any Participating Entities under this Addendum ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing 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) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

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

<b>STATE OF ARKANSAS:</b>	<b>SPRINT SOLUTIONS, INC.:</b>
By: <i>Robin Rogers</i>	By: <i>M. Clairmonte</i>
Name: Robin Rogers	Name: Michaela Clairmonte
Title: Deputy Director	Title: Manager, Contract Negotiations
Date: <i>7/02/12</i>	Date: <i>6/29/2012</i>

Sprint — Approved as to Legal Form
HRF 29 June 12