

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA WIRELESS VOICE SERVICE, WIRELESS BROADBAND SERVICE, ACCESSORIES AND EQUIPMENT

MASTER SERVICE AGREEMENT No. RFP #1907

Between

Sprint Solutions, Inc.

On behalf of its affiliated entities providing the products and services

[hereinafter "Contractor"]

and

State of Hawaii

[hereinafter "Participating State"]

State of Hawaii SPO Vendor List Contract No. 13-07

This Participating Addendum, (the "Addendum") dated the date the last party signs ("Effective Date") will add the State of Hawaii as a Participating State to purchase from the WSCA Master Service Agreement, Number RFP #1907 effective April 12, 2012 with Sprint Solutions, Inc. (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

1. **Scope:**

This Addendum covers WSCA Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment led by the State of Nevada for use by state agencies and other entities, including authorized non-profits, located in the Participating State authorized by the state's statutes to utilize state contracts. 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 jurisdictions of the State of Hawaii who have prior written approval by its Chief Procurement Officer will be allowed to purchase goods/services within the scope of the Master Service Agreement for State Agencies and political subdivisions. Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. **Changes:**

- A. Pursuant to HRS §103D-804, nonprofit organizations listed on the SPO website: <http://hawaii.gov/spo>, with current purchase of services contracts (HRS Chapter 103F) are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the vendor and the nonprofit.
- B. Referencing Hawaii Revised Statutes (HRS) § 103D-316, the Participating State, at reasonable times upon prior written notice, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is directly related to the performance of this Addendum. In addition, Contractor reserves the right to pre-approve and require any designees or representatives who are not employees of Participating State to enter into a confidentiality agreement as a condition of access to and inspection of such facilities.

- C. Usage Reporting Requirement. Contractor will provide a quarterly sales report ("Quarterly Report") 30 calendar days after the end of each quarter showing the gross Hawaii sales for the quarterly period just ended to the Participating State contact person listed in Paragraph 6, below, in accordance with the following schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Quarterly Report shall identify: Billing Account Numbers (BAN), total subscribers, and total eligible monthly recurring charges. The Quarterly Report will be subtotaled by State agency, or political subdivision. The Quarterly Report shall also include any adjustments from prior periods, if applicable.

- D. Section 44 ("Governing Law: Jurisdiction") is hereby supplemented with the following language:

The laws and rules of the State of Hawaii, including the Hawaii Public Procurement Code, shall govern this Addendum.

- E. The Contractor agrees to comply with Section 11-355, HRS, which state that campaign contributions are prohibited from a State and government contractor during the term of the Addendum if the Contractor is paid with funds appropriated by the Legislature.

- F. The State of Hawaii is not mandated to purchase from this Addendum. This Addendum may be secondary and non-mandatory.

- G. Section 12 ("Payment") of the Master Service Agreement is hereby supplemented with the following language:

The State of Hawaii's purchasing card (pCard) is required to be used by the Executive departments/agencies, with the exception of the Department of Education and its Charter Schools, the Hawaii Health Systems Corporation and its Regional System Boards and Hospitals, the Office of Hawaiian Affairs, and the University of Hawaii, for orders totaling less than \$2,500. For purchases \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

Contractor shall forward invoices, original and three (3) copies, directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

H. Contractor will be required to be compliant with all laws governing entities doing business in the State, including the following chapters and pursuant to HRS §103D-310(c).

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. Certificate of Good Standing for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance.

The SPO will conduct periodic checks to confirm Contractor(s) maintain compliance on the HCE throughout the term of the Addendum, including any extensions.

I. **Effective Date and Contract Period:** This Addendum shall be effective upon the date the last party signs ("Effective Date"). The contract period for the State of Hawaii will be from the Effective Date of this Addendum to the time period set forth in the Master Service Agreement.

4. **Lease Agreements:**

Leasing is not authorized as part of this Addendum.

5. **Primary Contact:**

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Teri Smith, Purchasing Officer
Address: 515E. Musser St., Suite 300
Carson City, NV 89701
Telephone: (775) 684-0178
Fax: (775) 684-0188
E-Mail: tlsmith@admin.nv.gov

Participating State

Name: Wendy Ebisui, Purchasing Specialist
Address: State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 96813
Telephone: (808) 586-0563
Fax: (808) 586-0570
E-Mail: wendy.mo.ebisui@hawaii.gov

Contractor - Administrative

Name: Michaela Clairmonte, Manager, Contract Negotiations & Management
Address: 12502 Sunrise Valley Drive
Reston, VA 20196
Telephone: (703) 433-8581
Fax: (703) 433-8798
E-Mail: Michaela.clairmonte@sprint.com

Contractor

Name: Gray Sigler
Address: See Contractor-Administrative for correspondence
Telephone: (775) 450-2916
Fax: See Contractor – Administrative for fax
E-mail: Gray.R.Sigler@sprint.com

6. Subcontractors:

Subcontractors are authorized under this Addendum. Subcontractors shall be bound to the terms and conditions of the Master Service Agreement, including any insurance requirements. The parties agree that Contractor's General Supply & Support Agreements entered into for the purpose of providing Products and Services to Sprint customers generally (as opposed to specifically for the State) are not subject to subcontractor requirements set forth in the RFP. Contractor's authorized dealers and business solution partners, including any activation and/or ordering affiliates, operate under General Supply & Support Agreements.

Contractor shall not subcontract any of the contractor's duties, obligations, or interests under this Addendum and no such subcontract shall be effective unless the Contractor notifies the State of Hawaii, State Procurement Office in writing. Notification shall include the exact legal name of the subcontractor and the products or services that they will be providing. Contractor shall remain liable for all obligations under this contract.

Payment for products/services performed by the subcontractor shall be made to Sprint.

7. Purchase Order and Payment Instructions:

As a pre-condition to ordering Sprint services and equipment, Sprint shall in its discretion require Buyers to submit a purchase order or other approved Sprint funding document. All purchase orders issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State contract number: SPO Vendor List Contract No. 13-07 and the Master Service Agreement number: RFP #1907, ordering agency's Name, Address, Contact Number, email address and Contractor's account number(s)

- Purchase Orders and Payments shall be made to Sprint.

8. 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 a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Service Agreement; and

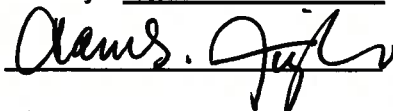
they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

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.

This Addendum and the Master Service Agreement 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 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 the Master Service Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Government Entity: **STATE OF HAWAII**

Signature: 

Name: AARON S. FUJIOKA

Title: Administrator, SPO

Date: 10/29/2012

Contractor: **Sprint Solutions, Inc.**

Signature: 

Name: MICHAELA CLAIRMONTE

Title: Manager, Contracts Negotiation and Management

Date: 10/5/2012

APPROVED AS TO FORM:



Deputy Attorney General

Sprint — Approved
as to Legal Form

KAC — 5 Oct 2012