

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

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")

And
[State of Idaho]
(hereinafter "Participating State/Participating Entity")
[PADD1103]

Page 1 of 6

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. 1907 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/Participating Entity authorized to utilize this Master Service Agreement. This Addendum is a separate agreement between the Participating State/Participating Entity and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. Participation: Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under the Master Service Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit 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, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit 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.

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Page 2 of 6

3. Participating State/Participating Entity Modifications or Additions to Master Service Agreement:

Idaho Administrative Reporting and Fees:

- A. Contractor agrees to provide quarterly utilization reports for purchases made under this Addendum to the Idaho administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	August 15
September 30	November 15
December 31	January 15
March 31	May 15

The Contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho Sales, less returns, cancellations, and replacements for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho 650 S. State Street, B-15, Boise Idaho 83702 for an amount equal to 1.00% of the gross Idaho CL Wireless Spend (less returns and credits) for the quarterly period subject to and conditioned upon the terms and conditions of the Master Service Agreement (including, but not limited to, Section 3.2.3.2 of Attachment AA). This report will be provided no later than 45 calendar days from the close of the calendar quarter.

- B. In accordance with Paragraph 5 of the Master Services Agreement (Incorporated Documents: Order of Precedence) of the Master Services Agreement, the following terms shall take precedence over the any conflicting terms in the Master Services Agreement:

Paragraph 44 (Governing Law: Jurisdiction) of the Master Service Agreement is superseded as follows: This Addendum and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and

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Page 3 of 6

governed by the laws of the State of Idaho. Except to the extent the provisions of the Addendum and the Master Service Agreement are clearly inconsistent therewith, the Addendum shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

To the extent this PA Addendum entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce provisions of this Addendum shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this Addendum is held to be invalid or unenforceable by a court, the remaining terms of this Addendum will remain in force. The terms and conditions of the Master Service Agreement will apply to any and all services performed, including any services performed by a subcontractor to the contractor. No other terms or conditions will apply without the express written agreement of the Participating State.

- C. Paragraph 30 (Assignment/Delegation) of the Master Services Agreement is superseded as follows: This Addendum, or any order or interest therein shall not be transferred by the Contractor without the approval in writing of the Administrator, Division of Purchasing. Transfer of the Addendum without approval shall cause the annulment of the Addendum so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-5726(1)).

4. [Purposely Left Blank.]

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	tlsmith@admin.nv.gov

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Page 4 of 6

Contractor

Name	Kelley Stember
Address	See Secondary Contact below for correspondence. (if an address is needed, use Sprint Contract Manager)
Telephone	503-449-3050
Fax	See Secondary Contact
E-mail	Kelley.k.Stember@@sprint.com

Contractor (Secondary Contact)

Name	Michaela Clairmonte
Address	12502 Sunrise Valley Drive Reston, VA 20196
Telephone	703-433-8581
Fax	703-433-8798
Email	Michaela.Clairmonte@sprint.com

Participating State/Participating Entity

Name	Gregory Lindstrom
Address	650 W State Street, Room B-15 PO Box 83720 Boise ID 83720-0075
Telephone	208-332-1609
Fax	208-327-7320
E-mail	Gregory.lindstrom@adm.idaho.gov

6. Subcontractors: Only the following subcontractors, authorized dealers, or business solution partners are authorized to perform activations and ordering fulfillment services under this Addendum.

A. Impact Wireless – Steve Masonheimer – (208) 573-5757

B. Eastern Idaho Wireless – Ryan Olson – (208) 608-1118

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[PADD1103]

Page 5 of 6

C. Wireless Lifestyle – Patrick Lord – (208) 620-1150

D. S Wireless – Jess Burns – (503) 381-8803

The above named entities are the only subcontractors, authorized dealers, or business solution partners approved at this time to perform activations and ordering fulfillment services under this Addendum. Any future subcontractors, authorized dealers, or business solution partners including any activation and/or ordering affiliates must be approved by the Participating State. Such subcontractors, authorized dealers, or business solution partners shall be thoroughly trained on the Master Service Agreement ordering and contracting process.

7. Purchase Order Instructions:

As a pre-condition to ordering Sprint services and equipment, Sprint in its discretion may require public agencies as defined in Idaho Code § 67-2327 to provide a Purchase Order or other approved Sprint funding document. All orders should contain the following mandatory language (1) indicating that "all Purchase Orders or other 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) (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/Participating Entity contract number: **PADD1103** 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

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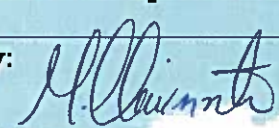
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Page 6 of 6

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/Participating Entity and any Buyers 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.

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

Participating State: State of Idaho	Contractor: Sprint Solutions, Inc.
By: 	By: 
Name: Mark Little	Name: Michaela Clairmonte
Title: State Purchasing Manager	Title: Manager, Contract Negotiations & Management
Date: 9/5/12	Date: 9/4/2012

Approved by
Public Sector Legal
as to legal form

KAC 9-4-12



THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
State of Idaho

Send invoices to the address listed
below or as indicated in the
comments or instructions field
Boise, ID 83720-0075

State of Idaho

Participating Addendum
CHANGE ORDER - 01

Participating Addendum
PADD1103 - 01

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Thu Sep 06, 2012

F.O.B.: Destination
Terms:

VENDOR:
SPRINT SOLUTIONS, INC
2001 Edmund Halley Drive
Reston, VA 20191
Attn: WSCA Contract Manager
Emailed To:
Phone:
Fax:
eCommerce ID: P00000068710

Start of Service Date Thu May 31, 2012

End of Service Date: Mon Oct 31, 2016

SOL#: RFQ09367
DOC#: PREQ20371

1 Header Attachments

PADD1103 Addendum.pdf

Buyer: MARK LITTLE 208-332-1611

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		\$1,000,000.00
Total:				\$NaN.00

Blanket
Comments:

Item No	Description	Quantity UOM	Unit Price	Extension
1	Wireless Communication Services and Equipment (Cellular Telephones) pursuant to WSCA Master Price Agreement (Nevada RFP/Contract Number 1907) from Sprint Solutions and the attached documentation. The price is an estimate only and can not be guaranteed. (915-76) (nt)	1 SYS	\$1,000,000.00	\$1,000,000.00

9/5/12-PADD1103 is amended to add contract language and the attached signed addendum. NO OTHER CHANGES NOTED.

.....NOTICE OF PARTICIPATING ADDENDUM (PADD) AWARD
This Contract for is for Wireless Communication Services and Equipment and WSCA Master Price Agreement (Nevada Bid Number RFP: 1907). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

General
Comments:
Contract Title:..... Wireless Communication Services and Equipment
Contract Usage Type:.....Optional Use
Public Agency Clause:Yes
Contract Administration:.....Gregory Lindstrom
---Phone Number:.....208-332-1609
---Fax Number:.....208-327-7320
---E-Mail:.....gregory.lindstrom@adm.idaho.gov

Contractor's Primary Contacts
---Attn:..... Michaela Clairmonte

---Address:..... 12502 Sunrise Valley Drive
---City, State, Zip:..... Reston VA 20196

Phone Number:..... 703-433-8581
Fax Number:..... 703-433-8798
E-Mail:..... Michaela.clairmonte@sprint.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

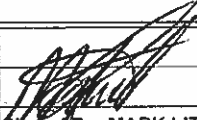
For ordering and payment information see the above contact information

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.

Instructions:
Freight / Handling Included in Price


Signed By: MARK LITTLE

[Print Award Document](#)

[PO Options](#)

No Approval Route Found

Award IS2012001103 has been scheduled for release on:
Thu Sep 06 00:00:00 GMT-0700 (PDT) 2012.

Award Notifications are scheduled for release on:
Thu Sep 06 00:00:00 GMT-0700 (PDT) 2012.