
March 21, 2013

Ms. Michaela Clairmonte
Sprint Solutions, Inc.
12502 Sunrise Valley Drive
VARESA0208-2D351
Reston, Virginia 20196

Dear Ms. Clairmonte:

SUBJECT: PROJECT #40106, MISSISSIPPI DEPARTMENT OF INFORMATION
TECHNOLOGY SERVICES / WSCA PARTICIPATING ADDENDUM

Enclosed is a fully executed original of the above-mentioned contract. Should you have any questions, please do not hesitate to call me at (601) 432-8046.

Thank you,



Paula Conn, CPM
Technology Consultant
Paula.Conn@its.ms.gov
(601) 432-8046

Enclosure

**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

PARTICIPANT: STATE OF MISSISSIPPI

This Participating Addendum (the "PA") is made as of the date this PA is signed by all parties (the "PA Effective Date"), between the State of Mississippi, Mississippi Department of Information Technology Services ("Participant"), and Sprint Solutions, Inc. ("Contractor") Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties".

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain WSCA contract #1907, dated April 12, 2012. (the "Contract" or the "Master Service Agreement").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of this PA.

1.3 Contractor acknowledges and understands that to comply with Section 25-53-191(4) of the 1972 Mississippi Code Annotated, as amended, Participant has an exclusive agreement with C-Spire Wireless; however, the Parties agree that Participant may use this Agreement for the purchase of mobility products and services through the State of Mississippi approved exception process when warranted and as managed by Participant.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this PA. The Contract and the PA, together with all valid purchase orders submitted to Contractor by Participating Entity, are collectively referred to herein as the "Agreement". Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the Contract.

Section 3. Authorized Participating Entities. Participant hereby designates all government entities within Mississippi, including all local public bodies, cities, courts, counties, public safety institutions, and public schools, including Institutions of Higher Learning as the only authorized Participating Entity (ies) under the Agreement.

INDIVIDUAL CUSTOMER: Each State agency, local public body, city, court, county, public safety institution, public school, including any Institution of Higher Learning, 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 PA, each agency and local public body 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 local

public body will be responsible for their own charges, fees, and liabilities. Each agency and local public body 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.

Section 4. Purchase Orders. Participating Entity (ies) must issue purchase orders or Sprint approved funding documents hereunder that reference both Master Service Agreement #1907 and this PA. All purchase orders should contain the following mandatory language: (a) indicating that “all Purchase Orders or Sprint approved funding documents will be in accordance with and subject to WSCA Master Service Agreement #1907”; (b) The name, address, contact number, email address and Sprint’s account number(s) of the Participating Entity issuing the purchase order; and (c) Purchase order amount. Upon issuance of any such valid purchase order or Sprint approved funding document, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Contract number and/or this PA may be accepted, at Contractor’s sole discretion, if Contractor can reasonably ascertain that such purchase order was properly authorized and intended for use with this PA. In such instances, the corresponding purchase order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms in any purchase order.

Section 5. Primary Contacts.

Participant: State of Mississippi, Dept. of Information Technology Services

Lead State: State of Nevada

Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Address: 3771 Eastwood Drive
Jackson, MS 39211
Telephone: 601-432-8000
Fax Number: 601-713-6380
E-Mail: craig.orgeron@its.ms.gov

Name: Teri Becker
Title: Purchasing Officer
Address: 515 E. Musser St., Suite 300
Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188
E-Mail: tbecker@admin.nv.gov

Contractor Account Team: Sprint Solutions, Inc. Contractor Main: Sprint Solutions, Inc.

Name: Kelley Jo Brand
Title: Public Sector Account Manager
Address: 2550 Acton Rd, Suite 220
Birmingham, AL 35243
Telephone: 205-229-8080
Fax Number: 404-948-9431
E-Mail: Kelley.Brand@sprint.com

Name: Michaela Clairmonte
Title: Manager, Contract Negotiations
Address: 12502 Sunrise Valley Dr.
Reston, VA 20196
Telephone: 703-433-8581
Fax Number: 866-515-0932
E-Mail: Michaela.Clairmonte@sprint.com

Section 6. Authority. By signing below, the corresponding Party’s representative represents that he or she is duly authorized by Contractor or Participant, as applicable, to execute this PA on behalf of

the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

Section 7. Miscellaneous.

7.1 American Recovery and Reinvestment Act of 2009 (“ARRA”). Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. If and when Contractor is so notified, Contractor will comply with the data element and reporting obligations (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 sub-recipients of ARRA funds. Contractor will provide the required report, if any, to the Participating Entity with an invoice presented for payment. With respect to ARRA and the Agreement, Contractor is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines. Contractor assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 Employee Benefit Program. Participating Entity will participate with Contractor in efforts to obtain eligible employees’ participation in the IL Discount available for IL Accounts. IL Accounts are accounts activated by an employee of a Buyer through an employee program that has been authorized/approved by the Buyer, and for which the employee is financially responsible. The IL Discount is a percentage discount off the eligible monthly recurring charges charged for IL Accounts. The IL Discount is 18%.

Section 8. Notice of Administration Fees. Participant is hereby on notice of the following charges being paid by Contractor under the Contract.


- **WSCA.** Contractor is being charged a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend paid to the Lead State of Nevada, pursuant to the schedule of payments set forth in the Contract.

Section 9. Order of Precedence. The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Entire Agreement. The Master Service Agreement and this PA set forth the entire agreement between the Parties with respect to the subject matter, and supersede all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this PA as of the last date shown below.

STATE OF MISSISSIPPI, Mississippi Department of Information Technology Services

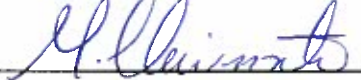
By: 
Authorized Signature

Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 3/21/13

Sprint Solutions, Inc.

By: 
Authorized Signature

Name: Michaela Clairmonte

Title: Manager of Contract Negotiations

Date: 3/20/2013

Approved by
Public Sector Legal
as to legal form
HCF 3/20/13