

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016**

Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

STATE OF SOUTH DAKOTA CONTRACT #16419
(hereinafter "Participating State")

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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.

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 Entity authorized to utilize the Master Service Agreement. This Addendum is a separate agreement between the 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 Buyer, 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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3. Participating State Modifications or Additions to Master Service Agreement:

- 3.1 All purchases made from this Addendum by state agencies, institutions, officers, boards or commissions of the State of South Dakota ("State Agencies") must be routed through the Bureau of Information and Telecommunications, Division of Telecommunications. A work order issued by the Division of Telecommunications will authorize the purchase of the State Agencies and shall be provided to Contractor.

Public universities of the State of South Dakota may make purchases directly from the Contractor under this Addendum.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor under this Addendum according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, allow Indian tribal governments and authorized non-profit organizations in the State of South Dakota to purchase under this Addendum. Any sales made to Indian tribes and authorized non-profit organizations under this Addendum shall be included in any required Lead State quarterly reports and shall be subject to the WSCA administrative fee paid to the Lead State.

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

Contractor

Name	Gary Selseth
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	952-703-5941
Fax	913-523-7980
E-mail	Gary.Selseth@Sprint.com

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Contractor (Secondary Contact)

Name	Michaela Clairmonte, Manager, Contract Negotiations
Address	12502 Sunrise Valley Drive, MS: VARESA0208, Reston, VA 20196
Telephone	703-433-8581
Fax	703-433-8798
E-mail	Michaela.Clairmonte@sprint.com

Participating State

Name	Steven L. Berg, Director
Address	523 East Capital, Pierre, SD 57501-3128
Telephone	605-773-5270
Fax	605-773-4840
E-mail	Steven.Berg@state.sd.us

Participating State (Secondary Contact)

Name	Margie Newling State of South Dakota Bureau of Information and Telecommunications Division of Telecommunications
Address	700 Governor's Drive, Pierre, SD 57501
Telephone	605-773-7532
Fax	605-773-3741
E-mail	Margie.Newling@state.sd.us

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

As a pre-condition to ordering Sprint services and equipment, Sprint may in its discretion require Buyers, with the exception of State Agencies, to provide a purchase order or Sprint approved 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 Master Service Agreement# 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 Buyers within the jurisdiction of this Addendum shall include the Participating State Contract Number #16419 and the Lead State Master Service Agreement number: 1907.

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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 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.

STATE OF SOUTH DAKOTA:	Sprint Solutions, Inc.
By: 	By: 
Name: Steven L. Berg	Name: Michaela Clairmonte
Title: Director, South Dakota Office of Procurement Management	Title: Manager, Contract Negotiations & Management
Date: 11-26-12	Date: 11/29/2012

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Sprint -- Approved as to Legal Form
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KAC - 26 Nov 2012
