### Amendment No. 2 to Contract for PADD1103 and State of Idaho

Parties: State of Idaho

By and Through the Division of Purchasing And SPRINT SOLUTIONS, INC "Contractor"

A. The Parties entered into a Contract for Purchase of Wireless Communication Services and Equipment ("Contract"), effective September 5, 2012.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. Extend Contract for one (1) year or until a new PADD is in place.

2. \$150,000.00

3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.

4. This Amendment is effective on 1/1/2020 12:00 AM or upon the date of the last signature. In no event will this Amendment be effective until executed by DOP.

State of Idaho

Chelsea Robillard

Chelsea Robillard, CPPB Lead Purchasing Officer

Date: December 31, 2019



BRAD LITTLE Governor BRYAN MOONEY Director STEVE BAILEY Administrator

# State of Idaho

Department of Administration Division of Purchasing

304 N 8th Street, Rm 403 (83702) P. O. Box 83720 Boise, ID 83720-0075 Telephone (208) 327-7465 Fax: 208-327-7320 http://purchasing.idaho.gov

December 20, 2019

Sprint Solutions, Inc. Attn : Michaela Clairmonte

VIA E-MAIL TRANSMISSION Michaela.Clairmonte@sprint.com

RE: Renewal of Contract PADD1103, a Contract for Cellular/Wireless Services for the various State of Idaho Agencies, Institutions, and Departments Expiring 12/31/2019

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year or until a new PADD is in place, whichever is sooner.

The contract renewal period is <u>January 1, 2020 to December 31, 2020</u>. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (<u>purchasing@adm.idaho.gov</u>) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely

Chelsea Robillard Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Sprint Solutions, Inc.

(Signature)

Michaela Clairmonte (Printed Name)

December 20, 2019

DATE:

BY:

#### UPDATED CONTACT INFORMATION for PADD1103:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

SBPO Renewal Letter Revised 05/24/19

Approveu Uy Public Sector Legal as to legal form

12-10-19

## **IDAHO**

## Idaho Division of Purchasing

## **Participating Addendum**

Purchase Order Name:	Wireless Communication Services and Equipment (Ce
Contract Number:	PADD1103
Contract Value:	0.00 USD
Purchase Order Date:	7/10/2019
Submitted By:	Jason Skelton

	Supplier	Shipping Details			
SPRINT S	OLUTIONS, INC	Ship FOB:	Destination, Prepaid		
6500 Sprin MS HL-5A Overland		Shipping Instructions:	Per agency order		
KS, 92649-	-3810				
Phone:	+1 781-883-7747				
Fax:					
Email:	Michaela.clairmonte@sprint.com				
	Bill To Address	Ship 1	Γο Address		

DOP - Various State of Idaho Various Locati Below for Deta Specific Locati Various, Idaho	ons	Ship to Orderi Agency	ing
Phone:	208-327-7465	Phone:	208-327-7465
Fax:	208-327-7320	Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov	Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations	Mail Stop:	DOP - Various Locations

**Payment Details** 

Payment Terms: Net 30

## **Participating Addendum** NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

# IDAHO

This Contract is for Wireless Communication Services and Equipment, awarded pursuant to State of Nevada Master Agreement 1907, issued as a cooperative contract in conjunction with NASPO ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFP.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Michaela Clairmonte

Phone: (703) 433-8581

E-mail: Michaela.clairmonte@sprint.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This PADD, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

- 1. This PADD
- 2. State of Nevada's original sourcing event, RFP No. 1907
- 3. The Contractor's signed Proposal

**Special Instructions:** 

#### **Internal Comments:**

**Total USD** 

Signature :Jason Skelton

2 Page

Signed By : Jan



# State of Idaho

Department of Administration **Division of Purchasing** 

**BRAD LITTLE** Governor **BRYAN MOONEY** Director STEVE BAILEY Administrator

304 N 8th Street, Rm 403 (83702) P.O. Box 83720 Boise, ID 83720-0075 Telephone (208) 327-7465 Fax: 208-327-7320 http://purchasing.idaho.gov

June 21, 2019

Sprint Attn: Shannon Hewitt-Tapp, Michaela Clairmonte **VIA E-MAIL TRANSMISSION** shannon.hewitt-tapp@sprint.com; Michaela.clairmonte@sprint.com

RE: Extension of Contract PADD1103, a Contract for Cellular/Wireless Services for the various State of Idaho Agencies, Institutions, and Departments Expiring 6/30/2019

The State of Idaho would like to extend the above referenced contract for a period of Six (6) Months.

The contract extension period is July 1, 2019 to December 31, 2019. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

If the terms of this extension letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely.

Jason Skelton Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

Sprint Solutions, Inc. COMPANY (Signature)

Michaela Clairmonte

(Printed Name)

DATE:

BY:

06/24/2019

#### UPDATED CONTACT INFORMATION for PADD1103:

Contact Name Title Address	
Title	
Address	
Phone	
Fax	
Phone Fax E-mail	

SBPO Renewal Letter Revised 05/24/19

Approved by Public Sector Legal as to legal form

## **ID**AHO

#### State of Idaho

#### **CHANGE ORDER - 01**

#### PLEASE DO NOT DUPLICATE THIS ORDER.

Change O	rder Summary	Supplier
Purchase Order Number:	PADD1103	Mary Lou Close SPRINT SOLUTIONS, INC
Account Number:	AC-1	2001 Edmund Halley Drive Reston, VA 20191 Phone: 703 592-7546
Revision Number:	01	Phone: 703 592-7546
		Fax: 703 433-4996
Change Order Date:	October 13, 2016	Email: mary.close@sprint.com
Service Start Date:	November 1, 2016	Burner Comboot
Service End Date:	June 30, 2019	Buyer Contact Stephanie Wildman Tel:208-332-1611
Payment Method:	Invoice	Fax: 208-327-7320 Stephanie.Wildman@adm.idaho.gov
Payment Terms:	NET30	
Currency	USD	
FOB Instruction:	Destination	
Attachment(s):	PADD1103 Renewal Letter.pdf : ChangeLog.htm :Purchase Order Change	

Contract Number:

	Bill To Address		Ship To Address		
DOP - Various State Agencies State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702		State of Idaho Various Locations See Below for Details	Various Locations See Below for Details on Specific Locations		
Phone:	208-327-7465	Phone:	208-327-7465		
Fax: Email:	208-327-7320 purchasing@adm.idaho.gov	Fax: Email:	208-327-7320 purchasing@adm.idaho.gov		
Mail Stop:	DOP - Various Locations	Mail Stop:	DOP - Various Locations		

#### Instructions

PADD1103, Wireless Communication Services and Equipment, pursuant to NASPO ValuePoint (formerly WSCA) Master Agreement (Nevada Bid Number RFP:1907) 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 Contract), is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

NO OTHER CHANGES NOTED

Contract History:

Original Contract Amount: \$1,000,000.00 Amendment 1: \$0.00 Renewal 1 (this Change Order): \$1,000,000.00 Total Contract Value: \$2,000,000.00

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
91576	1.00	0	EA	1,000,000.00	\$1,000,000.00
Item Description	#1				
	(Nevada RFP/Contract N only and can not be gua		lutions and the attached	d documentation. The price is	an estimate
Delivery Date:	October 14, 2016				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:					
Attachment(s)					
Special Instructions:					

Sub-Total (USD)	\$1,000,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$1,000,000.00
Note: If there is a 🐌 next to an item's unit price, that indicates that the price has been discounted.	

Signature :

Signed By :



C.L. "Butch" OTTER Governor ROBERT L. GEDDES Director SARAH HILDERBRAND Administrator

# State of Idaho

Department of Administration Division of Purchasing

650 West State Street B-15 (83702) P. O. Box 83720 Boise, ID 83720-0075 Telephone (208) 327-7465 Fax: 208-327-7320 http://purchasing.jdaho.gov

June 17, 2016

Sprint Attn: Michaela Clairmonte

VIA E-MAIL TRANSMISSION Michaela.clairmonte@sprint.com

RE: Renewal of Contract PADD1103, a Contract for Cellular Telephones for various State of Idaho Agencies, Institutions, and Departments Expiring 10/31/2016

The State of Idaho would like to renew the above referenced contract for a period of Two (2) Years, Eight (8) Months.

The contract renewal period is <u>November 1, 2016 to June 30, 2019</u>. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (<u>purchasing@adm idaho gov</u>) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincecely Stepharlie Wildman Idaho Division of Purchasing

APPROVED: X YES NO

COMPANY: ... Sprint Solutions. Inc. (Signature)

Michaela Clairmonte (Printed Name)

Date:

UPDATED CONTACT INFORMATION for PADD1103:

Contact Name	Shannon Hewitt-Tapp
Title	Business Relationship Manager
Address	2180 Harvard St. Suite 100, Sacramento, CA 95815
Phone	916-275-3146
Fax	
E-mail	shannon.hewitt-tapp@sprint.com

SBPO Renewal Letter Revised 01/05/16

Approved by Public Sector Legal as to legal form

KAC 6-21-110

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 THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

> Participating Addendum PADD1103 - 01

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

> Various, ID 83701 sarah.hilderbrand@adm.idaho.gov

VENDOR: SPRINT SOLUTIONS, INC 2001 Edmund Halley Drive Reston, VA 20191 Attn: WSCA Contract Manager Vendor Nbr: Emailed To: <u>mary.close@sprint.com</u> Phone: 703 592-7546 Fax: 703 433-4996 eCommerce ID: P00000068710 Date: Thu Sep 06, 2012 F.O.B.: Destination Terms:

Start of Thu May 31, 2012 Service Date Mon Oct 31, 2016 End of Service Date:

Solicitation#: RFQ09367 DOC#: PREQ20371

**<u>1 Header Attachments</u>** 

Buyer: MARK LITTLE 208-332-1611

Item No	Description		Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT ( line item   follow )	1 lot		100000.00	
		Total			100000.00
Blanket Comments:					
Item No	Description	Quantity UOM	Unit Price		Extension
001	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.	1 SYS	\$1,000,000	).00 \$	\$1,000,000.00

	(915-76) (nt)			
	9/5/12-PADD1103 is amended to add contract lan addendum. NO OTHER CHANGES NOTED.	iguage and	d the attached	signed
NOTICE OF PARTICIPATING ADDENDUM (PADD) AWARD This Contract for is for Wireless Communication Services and Equipment and V Master Price Agreement (Nevada Bid Number RFP: 1907). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible po subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual release (delivery or purchase orders) against this Master Contract on an as needed bas				
	Contract Title: Wireless Communicati Contract Usage Type:Optional Use Public Agency Clause:Yes Contract Administration:Sandy Frazier Phone Number:208-332-1631 Fax Number:208-327-7320 E-Mail:Sandy.Frazier@adm.ida		es and Equipn	nent
	Contractor's Primary Contacts Attn: Michaela Clairmonte Address: 12502 Sunrise Valley E City, State, Zip: Reston VA 20196 Phone Number: 703-433-8581 Fax Number: 703-433-8798 E-Mail: Michaela.clairmonte@s			
Instructions Freight / Hau 1:	: ndling Included in Price			
DIRECTLY to THE DIVISIO	OR: Ship to the FOB DESTINATION point and BIL o the ORDERING AGENCY. DO NOT MAIL INVOID ON OF PURCHASING. Notating the Contract Award ices/statement will facilitate the efficient procession	ES TO d Number		
approximati	5: The State of Idaho, Division of Purchasing can ons of quantities and will not be held responsible n in this document.			
For ordering information	g and payment information see the above contact			
STATE OF II QUOTATION WHICH SUB	RACT, (including any files attached), CONSTITUTI DAHO'S ACCEPTANCE OF YOUR SIGNED BID, I, OR OFFER (including any electronic bid submis MISSION IS INCORPORATED HEREIN BY REFER ET FORTH IN FULL.	ssion),		
	of any inconsistency, unless otherwise provided istency shall be resolved by giving precedence in der:			
INVOICES M	IUST BE SENT TO THE IDAHO ORDERING AGEN	CY.		

Signed By: MARK LITTLE

## 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

<u>1. Scope/Background</u>: 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. <u>Participation:</u> 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 nonprofit, 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.

## MASTER SERVICE AGREEMENT SPRINT SOLUTIONS, INC. Nevada Contract Number: 1907 (hereinafter "Contractor") And [State of Idaho] (hereinafter "Participating State/Participating Entity") [PADD1103]

Page 2 of 6

### 3. <u>Participating State/Participating Entity Modifications or Additions to Master Service</u> <u>Agreement:</u>

#### 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:

Period End June 30 September 30 December 31 March 31 Report Due August 15 November 15 January 15 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 <u>subject to and conditioned</u> 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

## MASTER SERVICE AGREEMENT SPRINT SOLUTIONS, INC. Nevada Contract Number: 1907 (hereinafter "Contractor") And [State of Idaho] (hereinafter "Participating State/Participating Entity") [PADD1103]

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. <u>Primary Contacts</u>: The primary contact individuals for this Addendum are as follows (or their named successors):

<u>Hour blutte</u>		
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	

#### <u>Lead State</u>

## MASTER SERVICE AGREEMENT SPRINT SOLUTIONS, INC. Nevada Contract Number: 1907 (hereinafter "Contractor") And [State of Idaho] (hereinafter "Participating State/Participating Entity") [PADD1103]

Page 4 of 6

<b>Contractor</b>	
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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
TATAL	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

MASTER SERVICE AGREEMENT SPRINT SOLUTIONS, INC. Nevada Contract Number: 1907 (hereinafter "Contractor") And [State of Idaho] (hereinafter "Participating State/Participating Entity") [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

## MASTER SERVICE AGREEMENT SPRINT SOLUTIONS, INC. Nevada Contract Number: 1907 (hereinafter "Contractor") And [State of Idaho] (hereinafter "Participating State/Participating Entity") [PADD1103]

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. <u>Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):</u> 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.

#### ontractine Allianco

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: Marting	By: Il. Claimant	
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