

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
WIRELESS DATA, VOICE, & ACCESSORIES
Administered by the State of Utah
(hereinafter "Lead State")
MASTER AGREEMENT
Master Agreement No: MA262-1
Sprint Solutions, Inc.
(hereinafter "Contractor" or "Contract Vendor")
and
State of Arkansas
Contract No: 4600045827; SP-20-0035
(hereinafter "Participating State/Entity")

1. **Scope:** Contractor is offering Products and Services under this Participating Addendum ("Addendum") pursuant to the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA262-1 (Solicitation #CJ18012) led by the State of Utah ("Lead State") on behalf of NASPO ValuePoint ("Master Agreement") for use by the Participating Entity and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. The parties agree that the Master Agreement is fully incorporated herein by this reference. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services
Category 2: Equipment and Accessories
Category 3: Turnkey Wireless and IoT Solutions offered as a Product
Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, and 3.

Participating Entity has elected to participate in Categories 1, 2, & 3.

2. **Participation:**

This Addendum may be used by all State agencies, institutions of higher education, political subdivisions and other entities (collectively "Purchasing Entities" when placing an Order against this Addendum) authorized to use statewide contracts in the State of Arkansas. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity will issue individual releases (Purchase Orders) against this Addendum on an as-needed basis during the term of this Addendum.

3. **Order of Precedence:**

- A. Arkansas's Participating Addendum (PA); Arkansas's Participating Addendum **shall not** diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of the Lead State's Master Agreement.
- B. Lead State's Master Agreement (includes negotiated Terms & Conditions)
- C. The Contractor's response to the Solicitation; and
- D. Solicitation including all amendments to the Solicitation.

These documents **shall** be read to be consistent and complementary. Any conflict among these documents **shall** be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and **must** be in writing and attached to the Master Agreement as an Exhibit or Attachment. Notwithstanding the foregoing, ordering documents (purchase orders) may contain transaction-specific terms and each ordering document that is accepted by the Contractor shall become a part of this Addendum as to the Products and Services listed on the ordering document only. Unless

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
MASTER AGREEMENT # MA262-1**

such terms are referenced in the Master Agreement, no other terms and conditions **shall** apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. In the event additional terms and conditions between the parties are required for specific transactions, then the following order of precedence will control to the extent of any conflict: (i) the Participating Addendum (ii) Lead State's Master Agreement (iii) additional terms and conditions (iv) Contractor's response to the Solicitation; and (iv) Solicitation including all amendments. . Notwithstanding the forgoing, in the event of a conflict solely relating to devices purchased under an installment billing program, then the applicable installment billing agreement shall control.

4. Participating State Modifications or Additions to Master Agreement:

These modifications or additions apply only to actions and relationships with the Participating Entity.

- A. **Reporting.** Contractor **must** submit quarterly reports to the Arkansas Office of State Procurement via email to OSP.ITContracts@dfa.arkansas.gov. Reports **shall** be due on or before the last day of the month following the end of the quarter. The Contractor **shall** provide an electronic usage report in Excel format which lists, but is not limited to, the following:

- 1) Vendor Contract Number
- 2) State
- 3) Customer Type (State, Education, Local Government)
- 4) Bill to Name
- 5) Customer PO Number
- 6) Customer Number (State Agencies only)
- 7) Order Date
- 8) Product/Service Description
- 9) Baseline Price
- 10) Discount Applied
- 11) Discount Unit Price
- 12) Quantity
- 13) Total Price

- B. **Payments.** Payments will be submitted to the Contractor at the address shown on the invoice. Payments should be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest may be paid on the unpaid balance due to the Contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224. The Purchasing Entity will make a good-faith effort to pay within thirty (30) days after the date of invoice. The Purchasing Entity shall have the right to dispute billed Products or Services and withhold payment for those Products or Services that are in dispute. Interest shall not be charged on disputed amounts while in dispute.

- C. **Records.** Financial and accounting records relevant to State of Arkansas transactions under this Addendum **shall** be subject to examination at Contractor's business offices during normal business hours by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment under this Addendum or extension thereof, provided, however, that such government authorities will provide thirty (30) days prior written notice to the Contractor of its intent to conduct such examination contemplated by this section.

- D. **Governing Law.** The laws of the State of Arkansas **shall** govern this Addendum. Nothing under this Addendum or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
MASTER AGREEMENT # MA262-1

- E. **Venue:** Venue for any claim, dispute, or action concerning an order placed against the Addendum **shall** be Pulaski County, Arkansas. Any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.
- F. **Travel Expenses.** Expenses for travel **shall not** be reimbursed unless specifically permitted under the duties of the Contractor. All travel **must** be approved in advance by the State. Approved expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.
- G. **Software Terms and Conditions:** Purchasing Entities that acquire software **shall** be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement or a Purchasing Entity's constitution, statute or other applicable law, then following order of precedence will control to the extent of any conflict: (i) a Purchasing Entity's constitution, statute or other applicable law; (ii) this Addendum; (iii) the Master Agreement; and (iv) the EULA. The foregoing order of precedence will apply to conflicts that may arise regarding, among other things (but not limited to), indemnification rights and obligations of the Purchasing Entity, governing law, jurisdiction(s) for legal actions/disputes, and the applicability of binding arbitration provisions. EULAs will be provided to Purchasing Entities via URL or click-through at point of sale or upon login to the third party software application.
- H. **Cancellation.** In the event the State of Arkansas no longer needs the Service or Products specified in the Addendum or purchase order for any reason, including but not limited to program changes, changes in law, rules, regulations, lack of funds appropriated for this purpose, or relocation of offices, the State may cancel the Addendum or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- I. **Confidential Information.** Under Arkansas law, the release of public records is governed by The Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Statutes.
- J. **Contingent Fee.** The Contractor guarantees that Contractor has not retained a person to solicit or secure this Addendum upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- K. **Disclosure.** Under Arkansas law, the Office of State Procurement (OSP) is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. Contractor must submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this Addendum. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the State.
- L. **Restriction of Boycott of Israel.** Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing this Participating Addendum, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

- M. **Vendor Registration.** In order to receive payment, Contractor must register online at <https://www.ark.org/vendor/index.html>

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
MASTER AGREEMENT # MA262-1**

N. For Services Only:

1. **Equal Opportunity Policy.** In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a copy of the Contractor's *Equal Opportunity (EO) Policy* prior to entering into this Addendum. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov or Contractor may submit a hard copy with this Addendum. The submission of an *EO Policy* to OSP is a one-time requirement. Contractor is responsible for providing updates or changes to its policy, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute. If Contractor is not required by law to have an *EO Policy*, Contractor must submit a written statement to that effect.
2. **Prohibition of Employment of Illegal Immigrants.** Pursuant to Arkansas Code Annotated § 19-11-105, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants.

By signing this Participating Addendum, the Contractor agrees and certifies that they do not employ or contract with illegal immigrants and that they will not employ or contract with illegal immigrants during the aggregate term of the contract.

3. **Performance Standards** Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education **must** include performance standards when purchasing services. Performance standards **shall** be mutually agreed upon in writing in a Purchase Order by the parties hereto for any Services purchased.

O. **Leasing.** Leasing **shall not** be authorized under this Participating Addendum.

P. **Value Added Services.** The Contractor **shall not** propose or provide value-added services unless the Services are within the scope of Products and Services as defined in Section 1 Scope of this Addendum.

5. Purchase Order Instructions:

All purchase orders or Sprint approved funding documents ("Sprint Funding Document"), whichever a Purchasing Entity chooses to utilize at its sole discretion, that is issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall be in accordance with the Master Agreement and should include the following:

- A. NASPO Valuepoint/State of Utah Master Agreement number **MA262-1**
- B. State contract number [**SP-20-0035 4600045827**]
- C. Agency Name, Address, Contact, and Phone-Number
- D. Applicable Purchasing Entity and Contractor approvals
- E. Orders will be made out to the Contractor or Contractor's authorized Reseller

6. Subcontractors:

The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. Contractor assumes all responsibility for its subcontractors. The following subcontractors are authorized to provide product delivery and services:

Subcontractor	Contact Name	Email	Phone
To be provided			

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
MASTER AGREEMENT # MA262-1**

Subcontractor	Contact Name	Email	Phone

Subcontractors may be updated by mutual written agreement. Such updates do not require an amendment to this Addendum.

7. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases Products/Services **shall** be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision **shall** be responsible to follow the terms and conditions of the Master Agreement; and they **shall** have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision **shall** be responsible for their own charges, fees, and liabilities. Each agency and political subdivision **shall** have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor **shall** apply the charges to each Participating Entity individually.

8. Orders:

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement **shall** be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

9. Terms:

The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Arkansas law.

10. Primary Contacts:

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

Lead State	Name	Chris Jennings
	Address	
	Telephone	801-538-3157
	E-mail	ctjennings@utah.gov
Contractor (Sales and Customer Service Contact)	Name	Shannon Hewitt-Tapp, Business Relationship Manager
	Address	2180 Harvard St., Ste.125 Sacramento, CA 95815
	Telephone	916-275-3146
	E-mail	shannon.hewitt-tapp@sprint.com
Contractor (Contract Communications and Notices Contact)	Name	Michaela Clairmonte – Manager, Contract Negotiations
	Address	12502 Sunrise Valley Drive Mailstop: VARESA0208 Reston, VA 20196
	Telephone	703-433-8581
	E-mail	Michaela.Clairmonte@sprint.com

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
MASTER AGREEMENT # MA262-1

Participating Entity	Name	Shane Phillips
	Address	1509 West 7 th Street, 3 rd Floor, Little Rock, Arkansas 72201
	Telephone	501-324-9322
	E-mail	Jordan.Phillips@dfa.arkansas.gov

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

11. Data Ownership and Protection: Contractor shall be obligated to comply with, and will be afforded all rights provided to Contractor by, all applicable state and Federal laws including, but not limited to, 47 U.S.C. § 222 (and the FCC's implementing regulations) as it relates to the collection, access or use of a Participating Entity's data. As Contractor provides Products and Services to a Participating Entity, Contractor develops information about the quantity, technical configuration, type and destination of Products and Services a Participating Entity uses, and other information found on a Participating Entity's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, a Participating Entity has a right, and Contractor has a duty, to protect the confidentiality of CPNI. Contractor's privacy policy, as amended from time to time, includes information about Contractor's CPNI and other data practices and can be found at www.sprint.com/legal/privacy.html.

12. Entire Agreement. This Participating Addendum and the Master Agreement number MA262-1 (administered by the State of Utah) together with its exhibits (including any terms referenced in the Master Agreement), 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 Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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 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.

Participating State:	Contractor:
By: 	By: 
Name: Camber Thompson	Name: Michaela Clairmonte
Title: Senior Procurement Manager	Title: Manager, Contract Negotiations
Date: 2/5/2020	Date: February 3, 2020

Sprint Approved
as to Legal Form

As to Legal Form
DV 02/03/2020