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Date 10/15/09

Number of pages \_\_\_\_\_ (including cover page)

**To:**

Name Tom Cover

Company Sprint

Telephone \_\_\_\_\_

Fax (913) 523-2972

**From:**

Name Walter Sams

Company Leas Communications

Telephone (865) 240-0000

Comments Tom: I really think Sprint legal needs to sign Sprint up or up self @ Sprint legal. Is your review per our conversation



7 90363 00711 1

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LOCAL ADDENDUM WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT to the  
MASTER PRICE AGREEMENT NO. S1523

1. **Scope:** This Participating Addendum (the "Addendum") is entered into pursuant to the Master Price Agreement dated October 10, 2006 (the "Price Agreement") by and between Sprint Solutions, Inc. d/b/a Sprint, on behalf of its affiliated entities providing the products and services ("Sprint/Nextel" or "Contractor") and the State of Nevada Purchasing Division ("Lead State") (collectively, the "Parties"). The parties to this Addendum hereby create a separate contract between Sprint/Nextel and the City of Jonesboro, Arkansas governing the purchase of wireless telecommunications services. The contract between the Contractor and the City of Jonesboro, Arkansas shall consist of the terms and conditions of the Price Agreement which are hereby incorporated into this Addendum by reference. The City of Jonesboro is a government entity within the State of Arkansas which the State of Arkansas represents and warrants that it has the authority to bind to the Price Agreement (i.e., agencies and local public bodies including, if applicable, the cities, courts, counties, public schools and institutions of higher education) and is/are authorized to purchase products and services under the terms and conditions of the Price Agreement.

**2. Special Ordering or Payment Terms:**

**Payment:** Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice, after the sixtieth (60) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the contract at the rate of one half of one percent per month in accordance with Arkansas code Annotated 19-11-224. The City of Jonesboro shall make a good-faith effort to pay within thirty (30) days after the date of invoice. Purchase order number and/or Contract number should be referenced on each invoice

**Waiving of Fees:** Contractor does hereby agree to waive any and all activation fee(s), cancellation fee(s), early termination fee(s), and processing fee(s) otherwise known as nescience charges. Processing fees are defined as charges added to the account by the contractor that are not directly attributed to any State or Federal tax, tariff, or regulatory program cost recovery charge. There are some fees that the FCC permits wireless carriers to pass through to the Customer. Sprint may adjust or impose fees, charges or surcharges on Customer to recover amounts that It is required by governmental or quasi-governmental authorities to collect on their behalf, or to pay to others in support of statutory or regulatory programs. The programs associated with these charges include, but are not limited to, state and federal Universal Service Funds, Compensation to Payphone Providers, E91 1, Telephone Relay Service, and Wireless Number Pooling or Wireless Local Number Portability. Cost recovery charges are not taxes or government required charges.

**Required Reports:** Contractor must submit, in electronic form, to the Arkansas Participating Addendum contract administrator, on a quarterly basis, a Contract Activity Report outlining the activity of the previous quarter. The report should include: the Agency Name, account number, number of units sold, and total revenue billed per month. All reports outlined in this section should be sent to Mayor Harold Perrin. Individual reports may be sent for Sprint customers and for Nextel customers. The State is willing to negotiate

throughout the term of the contract different formats for reporting the Contract Activity. At anytime, the Vendor may contact the Arkansas Participating Addendum contract administrator, to discuss a change in the Contract Activity report format or email [hperrin@jonesboro.org](mailto:hperrin@jonesboro.org) to negotiate a change.

**Technology Upgrades:** The Office of State Procurement (OSP) in conjunction with the State of Arkansas Executive Chief Information Officer's (ECIO) Office reserve the right to approve the items for sale on the Arkansas Participating Addendum all technology upgrades previously approved for addition to the Master Agreement by the Lead State (Nevada). Items added to the contractor's SES under the new technology clause in the Master Agreement, will not be automatically added to the Arkansas Participating Addendum. All new additions must be negotiated with the Office of State Procurement prior to being offered on the Arkansas Participating Addendum. Contractor shall contact the Office of State Procurement to set a negotiation schedule when new technology, service and hardware becomes available through the WSCA Master Agreement.

**Record and Audit:** Contractor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of five (5) years from the date of acceptance of each purchase order. These records shall be subject to inspection by the purchasing entity and governmental authorities within the purchasing entity's state. Upon reasonable prior written notice to Contractor, the purchasing entity shall have the right to audit billing either before or after payment during normal business hours. Payment under this agreement shall not foreclose the right of the purchasing entity to recover excessive or illegal payments. Further, due to the highly sensitive and proprietary nature of Contractor's records, any third party auditor acting on behalf of the purchasing entity shall be subject to prior approval by Contractor and may be required at Contractor's sole discretion to execute Contractor's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing Contractor's records.

**Discounts.** The discount available to the State of Arkansas under the Addendum is hereby increased to 25% ("New Discount(s)") off service pricing for both voice and eligible data access. All existing handsets that were activated prior to the date of this Addendum, shall receive the New Discount within a maximum of ninety (90) days following the full execution date of this Addendum (the "Implementation Period"). Sprint Nextel shall make commercially reasonable efforts to move existing handsets over to the new discount structure simultaneously. The State of Arkansas acknowledges and agrees that no credits will be issued to compensate for the difference in discounts during the Implementation Period.

**Delivery of Equipment Ordered:** Contractor Agrees to make every effort to deliver equipment ordered within 3 calendar days (72 hour timeframe) to the address shown on the ordering entities purchasing order. Should the equipment take longer than 3 calendar days (72 hour timeframe) to ship, the contractor will notify the ordering agency of the delay and explain other alternatives that would allow the agency to have working equipment within 3 calendar days (72 hour timeframe). The decision to change the purchase order to the alternate equipment or wait for the originally ordered equipment will be left up to the ordering agency.

**Customer Service Contact Information:** The contractor must provide the Office of State Procurement (OSF) with a toll free number, which must be available during normal State business hours (Monday through Friday; 7:30am to 5:00pm CST), with qualified personnel to handle trouble reports from State entities. OSP reserves the right to interview the key personnel assigned by the Contractor to this contract and to recommend and/or request reassignment of personnel deemed unsatisfactory. The Toll free number is: 1-800-390-7545

**E-RATE:** The respondent must be recognized by the Arkansas Public Service Commission as a telecommunications carrier. The Respondent must provide their E-rate Service Provider Identification Number (SPIN) as a telecommunications provider. For all Sprint PCS purchases, the appropriate SPIN is Sprint Spectrum L.P. — 143006742 and for Nextel iDEN purchases, the appropriate SPIN is Nextel West Corp. — 143000893.

**3. Primary Contact:** The primary contact individual for this participating addendum is as follows:

State and Local Entity: City of Jonesboro  
Name : Mayor Harold Perrin  
Address : 515 W. Washington  
Jonesboro, Ar 72201

Sprint Solutions, Inc.:  
Name: Melissa Suarez, Contracts Manager  
P.O.Box 31321  
Knoxville, Tn37923

Phone: 870-932-1052  
Fax: 870-933-4619

Phone: 865-684-0400  
Fax: 865-381-0591

**4. Price Agreement Number:** All purchase orders issued by the State of Arkansas shall include the following price agreement number. **S1523**

**5. Special Conditions.** The terms of this Agreement shall include the conditions set out in the bid along with attachments thereto, dated August 18, 2009.

This Addendum and the Price Agreement together with its exhibits, if any, 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

\_\_\_\_\_

Sprint Solutions, Inc. d/b/a Sprint

By: \_\_\_\_\_

Melissa Suarez

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Harold Perrin

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**From:** Gary Harpole  
**Sent:** Tuesday, October 27, 2009 11:41 AM  
**To:** Phyllis Vaccari  
**Cc:** Harold Perrin; Donna Jackson  
**Subject:** FW: City of Jonesboro, AR addendum  
**Attachments:** KCFAXP03\_0910152020556758.tif; WSCA - Arkansas, State of Arkansas WSCA #S1523.pdf

What is the status of a final contract? We need to get a copy to Donna once we have it taken care of.

Gary

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**From:** Melissa Suarez [mailto:melissasuarez@zerauscompany.com]  
**Sent:** Wednesday, October 21, 2009 6:37 AM  
**To:** Harold Perrin; Gary Harpole; Allison Whitley  
**Subject:** FW: City of Jonesboro, AR addendum

FYI below. I sent in the addendum drafted by the City Attorney and below is the response from Sprint Legal.

Please call me with questions or if you would like Sprint Legal to send a participating addendum template I can do so.

Melissa Suarez  
Authorized Sprint Representative  
Arkansas-Mississippi-Tennessee  
Phone: (865) 684-0400  
Sprint Radio: 148\*33751\*1  
Fax: (865) 381-0591

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**From:** Caver, John [BMG] [mailto:John.W.Caver@sprint.com]  
**Sent:** Tuesday, October 20, 2009 11:30 AM  
**To:** melissasuarez@zerauscompany.com  
**Subject:** FW: City of Jonesboro, AR addendum

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**From:** Clairmonte, Michaela K [LEG]  
**Sent:** Tuesday, October 20, 2009 10:20 AM  
**To:** Caver, John [BMG]  
**Cc:** Clairmonte, Michaela K [LEG]  
**Subject:** RE: City of Jonesboro, AR addendum

John – Correct, the City does not need to sign a WSCA Participating Addendum in order to purchase from the WSCA Master Agreement and the State of Arkansas WSCA Participating Addendum. In Section 1 ("Scope") of the attached State of Arkansas WSCA Participating Addendum, it allows for agencies and local public bodies within the State to purchase Sprint services under the State's previously executed WSCA Participating Addendum.

If the City still chooses the sign their own individual WSCA Participating Addendum, they may do so, but the version they have provided is not the correct Sprint Addendum template. Although it is not required, I could provide a Participating Addendum template for the City to review. We cannot counter execute the version that has already been signed by the City.

Thanks,

**Michaela Clairmonte**

Manager, Contracts Negotiations & Management  
State, Local Government and K12 | Sprint Nextel  
2001 Edmund Halley Drive | Reston, VA 20191  
Mailstop: VARESP0203-2035

Desk: 703.433.8581  
Wireless: 703.675.8066  
eFax: 866.515.0932

-----Original Message-----

From: Caver, John [BMG]  
Sent: Tuesday, October 20, 2009 10:59 AM  
To: Claimonte, Michaela K [LEG]  
Subject: City of Jonesboro, AR addendum

Michaela,

A new logo account that we activated on 9/30 sent this addendum to the agent that worked the deal for Sprint.

The city had originally stated that they wanted to reiterate the handset pricing and no-cost BES terms that were in the RFP the agent responded to in an addendum, but appear to have just restated the WSCA contract terms to include the City of Jonesboro as a party.

I do not believe this addendum is necessary based upon our previous discussion regarding a "blanket" inclusion clause for all eligible entities, can you please confirm that? We need a response to the City of Jonesboro with some specific statements either why this is not necessary or any changes that would be necessary for Sprint to sign it.

Thanks.

John W. Caver  
Public Sector Account Manager - Arkansas  
501-247-1580  
[john.w.caver@sprint.com](mailto:john.w.caver@sprint.com)

-----Original Message-----

From: FAXCOM Fax Server [mailto:kcfaxp03@sprint.com]  
Sent: Thursday, October 15, 2009 3:21 PM  
To: Caver, John [BMG]  
Subject: FAX RX OK <- 8655319424

FAXCOM RECEIVED FAX REPORT  
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Received Time : 10/15/2009 15:18  
Result : OK  
Description : All pages received OK  
Result Code : 0000  
Pages Received: 0004  
Bad Pages : 0000  
Remote TSI : 865 531 9424

Connect Time : 0118 Seconds  
Fax line : 1  
Routing ID : 2972  
Baud Rate : 14400 Bps

The fax is included as a TIFF G4 image file attachment.

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