

ATTACHMENT BB

NEGOTIATED ITEMS

1. **Quarterly Reports:** In the event contractor fails to submit a completed Quarterly Administrative Report pursuant to the dates referenced in Attachment F of the RFP, contractor will be subject to a performance guarantee penalty of one hundred (\$100.00) dollars.
2. **Participating Addendums:** Participating Addendums to Master Service Agreement No. 12-00115 and 13-00115 shall survive the assignment from the Original Lead State to the Assigned Lead State, and upon the required approval as specified in paragraph 1, shall be effective subject to the terms and conditions of the contracts entered into as a result of State of Nevada RFP 1523. Once the contracts entered into as a result of State of Nevada RFP 1523 become effective, each Participating Entity shall have the option of negotiating a new participating addendum, or continuing to participate under the existing Participating Addendum.
3. **WSCA Special Terms and Conditions:** The WSCA Special Terms and Conditions are hereby excluded from the State's Solicitation (RFP 1523); Scope of Work. The State will negotiate the WSCA Special Terms and Conditions on behalf of participating entities and upon final negotiations will incorporate the Terms and Conditions through an amendment to the contract. Participating entities may negotiated or include additional terms and conditions through a Participating Addendum (PA) individually with the contractor.
4. **Trial Period of Equipment:** Sprint agrees to offer a 30-day Trial Period applicable from the date of purchase. The trial period will allow returns of equipment, accessories, and/or software accessories, service cancellation, and a refund for equipment, waived early termination fee, and activation fee credit (if applicable). All programs, promotions and inventory items, except those items that have already been identified as non-refundable or non-returnable, will be refunded in full.
Additional Conditions:
 - Customer must return the complete, undamaged phone(s)/device(s) with original receipt. Refunds based on sale price at time of purchase.
 - Customer must request service deactivation within thirty (3) days of phone purchase date.
 - Customer must pay actual usage (service charge, taxes and Sprint fees).

5. **Order Receipt Acknowledgement:** Sprint agrees that upon request from the participating entity, Sprint will provide the entity with order receipt acknowledgement within one (1) business day after receipt of order.

6. **Contractor's Response:** Contractor's exceptions to RFP No. 1523 as enumerated in Attachment B shall not supplement, contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract; any exceptions to the State's standard contract listed in the Contractor's Response to RFP No. 1523 are not a part of this Contract unless otherwise mutually agreed upon and incorporated in the State's standard contract form as executed by Sprint.

Contractor's Initials *A*

Agency Initials *AS*