

**PARTICIPATING ADDENDUM  
UNDER THE  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
BID NUMBER RFP: #1907**

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**PARTICIPANT: STATE OF MISSISSIPPI**

This Participating Addendum (the "PA") is made as of the date this PA is signed by all parties (the "PA Effective Date"), between the State of Mississippi, Mississippi Department of Information Technology Services ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties".

**Section 1. Recitals.**

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain WSCA contract #1907, dated March 15, 2012. (the "Contract" or the "Master Service Agreement").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of this PA.

1.3 Contractor acknowledges and understands that to comply with Section 25-53-191(4) of the 1972 Mississippi Code Annotated, as amended, Participant has an exclusive agreement with C-Spire Wireless; however, the Parties agree that Participant may use this Agreement for the purchase of mobility products and services through the State of Mississippi approved exception process when warranted and as managed by Participant.

**Section 2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this PA. The Contract and the PA, together with all valid purchase orders submitted to Contractor by Participating Entity, are collectively referred to herein as the "Agreement". Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the Contract.

**Section 3. Authorized Participating Entities.** Participant hereby designates all government entities within Mississippi, including all local public bodies, cities, courts, counties, public safety institutions, and public schools, including Institutions of Higher Learning as the only authorized Participating Entity (ies) under the Agreement.

**Section 4. Purchase Orders.** Participating Entity (ies) must issue purchase orders hereunder that reference both Master Service Agreement #1907 and this PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Contract number and/or this PA may be accepted, at Contractor's sole discretion, if Contractor can

reasonably ascertain that such purchase order was properly authorized and intended for use with this PA. In such instances, the corresponding purchase order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms in any purchase order.

**Section 5. Primary Contacts.**

**Participant: State of Mississippi, Dept.  
of Information Technology Services**

Name: Craig P. Orgeron, Ph.D.  
Title: Executive Director  
Address: 3771 Eastwood Drive  
Jackson, MS 39211  
Telephone: 601-432-8000  
Fax Number: 601-713-6380  
E-Mail: [craig.orgeron@its.ms.gov](mailto:craig.orgeron@its.ms.gov)

**Lead State: State of Nevada**

Name: Teri Smith  
Title: Purchasing Officer  
Address: 515 E. Musser St., Suite 300  
Carson City, NV 89701  
Telephone: 775-684-0178  
Fax Number: 775-684-0188  
E-Mail: [tlsmith@admin.nv.gov](mailto:tlsmith@admin.nv.gov)

**Contractor Account Team: AT&T**

Name: Ricky Ufret  
Title: Account Manager  
Address: 1101 Greenwood Blvd  
Lake Mary, FL 32746  
Telephone: 407 430 9388  
Fax Number: 866 539 1949  
E-Mail: [ricky.ufret@att.com](mailto:ricky.ufret@att.com)

**Contractor Main: AT&T**

Name: Twila Lively  
Title: Manager, Sales Operations  
Address: 2600 Camino Road  
San Ramon, CA 94583  
Telephone: (925) 487-9945  
Fax Number: (510) 261-2155  
E-Mail: [twilalively@att.com](mailto:twilalively@att.com)

**Section 6. Authority.** By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant, as applicable, to execute this PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

**Section 7. Miscellaneous.**

**7.1 American Recovery and Reinvestment Act of 2009 ("ARRA").** Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. If and when Contractor is so notified, Contractor will comply with the data element and reporting obligations (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 sub-recipients of ARRA funds. Contractor will provide the required report, if any, to the Participating Entity with an invoice presented for payment. With respect to ARRA and the Agreement, Contractor is not a

sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines. Contractor assumes no responsibilities under ARRA beyond those required of a vendor.

**7.2 Employee Benefit Program.** Participating Entity will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

**7.3 Student Participation in the Employee Benefit Program.** The Parties acknowledge and agree that Students may participate in the Employee Benefit Program in accordance with the terms and conditions set forth in Exhibit A, attached hereto and incorporated herein. Under this PA, the term "Student" means a validated, full-time student currently enrolled at Participant's qualified educational institutions.

**Section 8. Notice of Administration Fees.** Participant is hereby on notice of the following charges being paid by Contractor under the Contract.

- **WCSA.** Contractor is being charged a WCSA Administration Fee of 1/10<sup>th</sup> of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

**Section 9. Order of Precedence.** The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

**Section 10. Custom Offers.** Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions and conditions set forth in this §10 (including all sub-sections and Tables), Contractor will provide Participant and its eligible Corporate Responsible Users (CRU) the following custom offer: (a) the recurring credits described in §10.1 herein (the "Recurring Credits"). The Recurring Credits is at times, referred to together herein as the "Custom Offer". The Custom Offer is available for the term of the Agreement. For the Custom Offer, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offer is not available to Individual Responsible Users (IRU). In accordance with the Agreement, each Custom Offer is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §10 and the applicable Sales Information, this §10 will control. Notwithstanding the foregoing, Custom Offers will only be provided if Participant's account is active and in good standing with respect to the applicable CRU.

**10.1 Recurring Credits.** Recurring Credits are provided each month and are only available to the Customer's CRUs who (a) activate or migrate Service on the corresponding Plan or Feature; and (b) remain on Service under such Plan or Feature at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount.

**Table 10.1  
Recurring Credit**

<b>PLAN/FEATURE</b>	<b>MONTHLY RECURRING CREDIT</b>
Unlimited Nation Calling Plan with a Monthly Service Charge (MSC) of \$69.99	\$15.99/month
Smartphone Unlimited Data with a MSC of \$45.00 combined with a Voice Plan of \$39.99 or higher and maintained on the same device	\$11.67/month

**Section 11. Entire Agreement.** The Master Service Agreement and this PA set forth the entire agreement between the Parties with respect to the subject matter, and supersede all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this PA as of the last date shown below.

**STATE OF MISSISSIPPI, Mississippi Department of  
Information Technology Services**

By:   
Authorized Signature

Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 10/30/12

**AT&T MOBILITY NATIONAL ACCOUNTS LLC**

By:   
Authorized Signature

Name: Linda J. Cunningham

Title: Sr. Contact Manager

Date: 10/25/2012

## **EXHIBIT A**

### **STUDENT PARTICIPATION IN THE EMPLOYEE BENEFIT PROGRAM**

**1. Student Participation in Employee Benefit Program.** Pursuant to the terms and conditions of the Agreement, and subject to the terms and conditions of this Exhibit A, Contractor authorizes Students to participate in the Employee Benefit Program. For avoidance of any doubt, Students may only receive Service and Equipment under the Agreement as IRUs.

**2. Eligibility Requirements.** The University/College Participant ("Participant") must meet the following program eligibility requirements in Contractor Markets at all times:

**2.1 Program Requirements.** Contractor and Participant agree that Participant has met all eligibility requirements to participate in the Student Employee Benefit Program.

**2.2 Scholastic Requirement.** Participant must (a) be either (1) an accredited, four (4) year non-profit, college or university with a minimum of five hundred (500) Students enrolled full-time, or (ii) an accredited, non-profit community college with a minimum of three hundred (300) Students enrolled; and (b) have its primary campus in a Contractor Market.

**2.3 Program Components.** In the event Participant fails to comply with the eligibility requirements set forth herein, Participant is no longer eligible for the Service Discount, the Equipment Discount, the Accessory Discount and/or any other program components, and Contractor may immediately discontinue provisioning all such program components in addition to pursuing any other remedies available under the Agreement.

**3. Student Service Discount.** Notwithstanding anything to the contrary elsewhere in the Agreement and subject to the eligibility requirements set forth herein, Students will receive a Ten Percent (10%) Monthly Service Charge Discount.

**4. Non-Student IRUs and CRUs.** Non-Student IRUs and CRUs will continue to receive the Service Discount provided under the Agreement. All End Users, including Students, will receive the Equipment Discount provided under the Agreement.

**5. Marketing Responsibilities.** Participant agrees to assist Contractor in marketing Service to all End Users for all term years as follows:

**5.1 Marketing Assistance.** Participant agrees to cooperate and assist, at Contractor's expense, Contractor in its efforts to market Service to its End Users including, without limitation, by providing Contractor the right to distribute its marketing literature and related materials throughout Participant's appropriate locations. Participant will not make any representations or warranties relating to Service and/or the program outlined herein, except as expressly permitted by Contractor or as stated in Contractor Sales Information provided to Participant. Participant will participate with Contractor in efforts to obtain eligible Employees' and Students' participation in the Sponsorship Program.