

**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #S1907**

PARTICIPANT: State of Maine

This Participating Addendum (the "PA") is made this 27th day of August, 2012 (the "PA Effective Date"), between State of Maine ("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 Western States Contracting Alliance contract, #S1907, dated March 15, 2012, successor contract to that certain Western States Contracting Alliance contract number 1523, dated October 10, 2006, as amended, successor contract to that certain Western States Contracting Alliance contract number 10-00115, dated June 29, 2001, as amended (the "Contract").

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

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 Purchase Orders submitted to Contractor by Participating Entity, collectively, 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: State of Maine 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 Agreement #S1907 and the 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 the 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 the PA. In such instances, the corresponding purchase order will be similarly valid and binding.

Section 5. Primary Contacts.

Participant:

Name: Wayne Gallant _____
Title: Network and
Communication Services Director
Address: 145 State House Station
Augusta, ME 04333-0145
Telephone: (207) 624-9424

Lead State:

Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Suite 300
Carson City, NV 89701
Telephone: 775-684-0178

Fax Number: _____
E-Mail: Wayne.e.gallant@maine.gov

Fax Number: 775-684-0188
E-Mail: tlsmith@admin.nv.gov

Contractor Account Team:

Name: _____
Title: _____
Address: _____

Telephone: _____
Fax Number: _____
E-Mail: _____

Contractor Main:

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

Section 6. Authority. By signing below, the corresponding Party's representative represents that such person 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"). 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 sub-recipients of ARRA funds. Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the Participating Entity for payment. Contractor will provide the required report, if any, to the Participating Entity with the invoice presented to the Participating Entity for payment. Contractor, as it relates to purchases under the Contract, is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines, and assumes no responsibilities under ARRA beyond those required of a vendor.

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

Section 8. Notice of Administration Fees. Participant and any and all other Participating Entities under this PA are hereby on notice of the following charges being paid by Contractor under the Contract.

- **WSCA.** Contractor is being charged a WSCA Administration Fee of 1/10th 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 this Agreement, the following order of precedence will control: (a) this PA; (b) the Master Agreement; and (c) any Purchase Order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Entire Agreement. The Agreement sets 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. Except as expressly provided in the Agreement,

terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement shall not be added to or incorporated herein by any subsequent purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the Parties have executed this PA as of the PA Effective Date.

STATE OF MAINE

By:  _____

, duly authorized

Name: CHRISTOPHER GAUTHIER

Title: MAJOR - Support Services

Date: 8-21-12

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By:  _____

, duly authorized

Name: MARK FLISTER

Title: SR. CONTRACT Mgr

Date: 8/27/2012