

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

PARTICIPANT: State of Missouri

This Participating Addendum (the "PA") is made this 13th day of June, 2012 (the "PA Effective Date"), between State of Missouri ("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

- 2.1 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

- 3.1 Scope: This addendum covers the WSCA Wireless Communication Services and Equipment Contract lead by the State of Nevada for use by political subdivisions and universities of the State of Missouri. State agencies governed by Chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized by the Director of the Division of Purchasing and Materials Management for the State of Missouri.
- 3.2 Participation: Use of specific WSCA cooperative contracts by political subdivisions and other entities (including cooperatives) and universities authorized by Missouri's statutes to use state contracts are subject to the approval of the Director of the Division of Purchasing and Materials Management for the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing and Materials Management for the State of Missouri.

Section 4. Purchase Orders

- 4.1 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 and Equipment provided. Notwithstanding the foregoing, purchase orders submitted that do not properly reference the Master Agreement number and/or the Participating Addendum may be accepted, at AT&T's sole discretion, if AT&T can reasonably ascertain that such purchase order was properly authorized and intended for use with the Participating Addendum. In such instances, the corresponding purchase order will be similarly valid and binding.

Section 5. Primary Contacts

Participant: State of Missouri

Name: Brent Dixon
Title: Buyer III
Address: P.O. Box 809
Jefferson City, MO 65102
Telephone: 573-751-4903
Fax Number: 573-526-9816
E-Mail: brent.dixon@oa.mo.gov

Lead State: State of Nevada

Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Ste 300
Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188
E-Mail: tsmith@admin.nv.gov

Contractor Account Team:

Name: Jeff Pohle
Title: Universal Account Manager
Address:

Telephone: (314) 210-9393
Fax Number: (314) 543-6474
E-Mail: jeff.pohle@att.com

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

- 6.1 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

- 8.1 Participant and any and all other Participating Entities under this PA are hereby on notice of the following administration fees being paid by Contractor under the Contract.

- **WCSA.** Contractor has included in the price offered a WCSA 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

9.1 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

10.1 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.

[TEXT ENDS HERE. SIGNATURE BLOCKS FOLLOW ON NEXT PAGE.]

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

STATE OF MISSOURI

By: [Signature]
_____, duly authorized

Name: JAMES MILUSKI

Title: DIRECTOR OF THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

Date: 6/14/12

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: [Signature]
_____, duly authorized

Name: Linda J. Cunningham

Title: Contract Manager

Date: 6/13/12