

MA 18P 20093000000000000038
NEW

State of Maine



Master Agreement

Effective Date: 12/17/20

Expiration Date: 06/30/24

Master Agreement Description: Wireless Cellular Service and Equipment

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

Joan Bolduc 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV

Requestor Information

Brian Oliver 207-592-1776 ext. brian.k.oliver@maine.gov

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000109229

Vendor Name

A T & T MOBILITY

Alias/DBA

A T & T MOBILITY NATIONAL ACCOUNTS

Vendor Address Information

PO BOX 536216

Atlanta, GA 30353-6218

US

Vendor Contact Information

Karen Vaccaro
401-683-8243 ext.
kv0580@att.com

Commodity Information

Vendor Line #: 1

Vendor Name: A T & T MOBILITY

Commodity Line #: 1

Commodity Code: 91575

Commodity Description: Wireless Cellular Service and Equipment

Commodity Specifications:

Commodity Extended Description: Subject to NASPO ValuePoint contract #MA149.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	12/17/20	12/30/20
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

Jaime Schorr

12/23/2020

6D6437754DD0459

Signature

Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

Mark Flister

12/17/2020

Signature

Date

Mark Flister, Sr. Contract Manager

Print Representative Name and Title

**PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149**

PARTICIPATING ENTITY: STATE OF MAINE

This Participating Addendum (the "PA") is made this 23rd day of December, 2020 (the "PA Effective Date"), between the State of Maine ("Participating Entity"), and AT&T Corp. ("Contractor") (Participating Entity 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 Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019, as amended (the "Contract" or "Master Agreement").

1.2 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the 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, Participating Entity and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement.

Section 3. Authorized Purchasing Entities. Participating Entity hereby designates the following entities: political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization) in the State of Maine, as authorized Purchasing Entities under the Agreement.

Section 4. Purchase Orders. Except as set forth herein, Purchase Orders must reference both Master Agreement #MA149 and the PA to be valid. Upon acceptance of any such valid Purchase Order, the corresponding Purchasing 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 Master Agreement 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. Terms and conditions inserted into a Purchase Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement. Any such attempts to add or incorporate such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void.

Section 5. Primary Contacts.

Participating Entity:

Name: Justin Franzose
Title: Procurement Analyst II

Lead State:

Name: Christopher Jennings
Title: Assistant Director

Address: 9 State House Station
Burton M. Cross Bldg 4th Flr
Augusta, ME 04333-0009
Telephone: (207) 624-7337
Fax Number: (207) 287-6578
E-Mail: Justin.Franzose@maine.gov

Address: 3140 State Office Bldg.
Salt Lake City, UT 84114
Telephone: 801-538-3157
Fax Number: 801-538-3882
E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: William Watson
Title: Client Solutions Executive
Address: 360 US Route 1
Scarborough, ME 04074
Telephone: (978) 399-4273
Fax Number:
E-Mail: ww2361@att.com

Contractor Main:

Name: Bethani Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-679-9053
Fax Number: N/A
E-Mail: bethani.cross@att.com

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

Section 7. Miscellaneous.

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

7.2 Student Program. The Parties acknowledge and agree that Students may participate in the Agreement in accordance with the terms and conditions set forth in Exhibit "A" hereto and incorporated herein by reference.

Section 8. Notice of Administrative Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **Contract Fees Under the Master Agreement,** Contractor is being charged an Administrative Fee of: (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, 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 Agreement; and (c) any valid Purchase Order issued in connection therewith.

Section 10. Equipment Installment Program.

10.1 EIP. Participating Entity intends to purchase certain Equipment for its CRUs under the Agreement pursuant to AT&T's Equipment installment payment option program (the "EIP"). Participating Entity represents, acknowledges and agrees that its participation in the EIP: (i) does not violate any applicable procurement rules in effect as of the Participating Addendum Effective Date; (ii) will not disqualify AT&T from any future procurements with the Participating Entity; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the EIP Agreement.

10.2 Application of EIP Agreement. To participate in EIP, acknowledges that Participating Entity, any Purchasing Entities, its representatives, and/or its CRUs will be required to accept the terms and conditions of a Retail Installment Agreement. Notwithstanding the foregoing, Participating Entity and AT&T hereby acknowledge and agree that any terms and conditions in the Retail Installment Agreement that are in material conflict with the Agreement, or that are not allowable under applicable law will not apply, and that the Agreement will control in the event of any material conflict between the Agreement and the Retail Installment Agreement.

10.3 IRUs. IRUs under the Agreement may opt to use the EIP and their use of that program will be governed by the Retail Installment Agreement and is not affected by §§10.1 and 10.2 herein.

Section 11. Custom FirstNet Mobile Plans – Agency Paid. Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §11 (including all sub-sections and Tables), AT&T will provide Participating Entity and its eligible CRUs the custom FirstNet Mobile Plans described in §11 (the “Custom FirstNet Mobile Plans”). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans’ corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §11 and the applicable Sales Information, this §11 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participating Entity’s account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers. For all Custom FirstNet Mobile Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice. The term “MSC” in the tables below means “Monthly Service Charge.”

**TABLE 11.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$15.88 MSC	\$24.62 MSC	\$36.12 MSC	\$207.24 MSC	\$377.44 MSC	\$1,762.04 MSC	\$3,385.84 MSC
For use with a subsidized device	\$35.88 MSC	\$44.62 MSC	\$56.12 MSC	\$227.24 MSC	\$397.44 MSC	\$1,782.04 MSC	\$3,405.84 MSC

**TABLE 11.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

Add-a-Line For use with an unsubsidized device	\$10.99 MSC
Add-a-Line For use with a subsidized device	\$22.99 MSC

**TABLE 11.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$10.24 MSC	\$15.99 MSC	\$22.99 MSC	\$201.60 MSC	\$371.80 MSC	\$1,766.40 MSC	\$3,380.20 MSC
For use with a subsidized device	\$20.24 MSC	\$25.99 MSC	\$32.99 MSC	\$211.60 MSC	\$381.80 MSC	\$1,766.40 MSC	\$3,390.20 MSC

**TABLE 11.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	\$44.99	\$39.99	\$37.99

**TABLE 11.5
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$9.99 MSC
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$17.99 MSC

**TABLE 11.6
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 MSC
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Section 12. Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Participating Entity and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participating Entity hereby authorizes AT&T to provide such individuals with the discounts set forth in §12 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participating Entity must remain eligible for the Custom FirstNet Mobile Plans described in §11 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participating Entity, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 12.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$24.62	\$36.12	\$10.99	\$15.99	\$22.99

**TABLE 12.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$44.99	\$37.99

Section 13. Custom Offers. Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions and conditions set forth in this §13 (including all sub-sections and Tables), Contractor will provide Participating Entity and its eligible CRUs the following custom offers: (a) the custom Unlimited Data Throttle Plan for Government Plan described in §13.1 herein (the “Custom Unlimited Data Only Plan”); (b) the custom pooled plan with unlimited data described in §13.2 herein (the “Custom Pooled Plan with Unlimited Data”); (c) the custom integrated tethering plan described in §13.3 herein (the “Custom Integrated Tethering Plan”; and (d) the custom Business Nation Unlimited Voice Only Plan described in §13.4 herein (the “Custom Business Nation Unlimited Voice Only Plan”) (the Custom Unlimited Data Only Plan, the Custom Pooled Plan with Unlimited Data, the Custom Integrated Tethering Plan, and the Custom Business Nation Unlimited Voice Only Plan, are, at times, referred to together herein as the “Custom Offers”). The Custom Offers are available for the term of the Agreement. The Custom Offers are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offers are not available to IRUs. In accordance with the Agreement, each of the Custom Offers 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 §13 and the applicable Sales Information, this §13 will control. Notwithstanding the foregoing, Custom Offers will only be provided if Participating Entity’s account is active and in good standing with respect to the applicable CRU.

13.1 Custom Unlimited Data Only Plan. Contractor will provide Participating Entities and their qualified CRUs with the standard Unlimited Data Throttle Plan for Government (the “Unlimited Data Only Plan”) for a Monthly Service Charge of \$37.99. The Unlimited Data Only Plan is NOT eligible for the Service Discount.

13.2 Custom Pooled Plan with Unlimited Data. The following applies to the Custom Pooled Plan with Unlimited Data: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information; and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information. The Custom Plan with Unlimited Data is further described in Table 13.2.

**TABLE 13.2
CUSTOM POOLED PLAN WITH UNLIMITED DATA**

	GOV Pooled Unlimited Plan
Monthly Service Charge	\$39.99
Anytime Minutes	Unlimited
Voice Overage Rate	N/A
Included Nights & Weekend Minutes	Unlimited
Included Mobile to Mobile	Unlimited

Minutes	
Domestic Long Distance	Included
Domestic Roaming	Included
Monthly Service Charge Discount	N/A
Rollover Minutes	N/A
Included Domestic Data Access	Unlimited
Unlimited Text	Yes

13.3 Custom Integrated Tethering Plan. The following applies to the Custom Integrated Tethering Plan: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information, and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information. The Custom Integrated Tethering Plan is further described in Table 13.3.

**TABLE 13.3
CUSTOM INTEGRATED TETHERING PLAN**

	GOV Pooled Unlimited Plan
Monthly Service Charge	\$47.99
Anytime Minutes	Unlimited
Voice Overage Rate	N/A
Included Nights & Weekend Minutes	Unlimited
Included Mobile to Mobile Minutes	Unlimited
Domestic Long Distance	Included
Domestic Roaming	Included
Monthly Service Charge Discount	N/A
Rollover Minutes	N/A
Included Domestic Data Access	Unlimited
Domestic Data Usage Tethering Cap	10GB
Unlimited Text	Yes
Tethering & Mobile Hotspot: Includes up to 10GB per line per month. After 10GB, tethering speed will be slowed to a max of 128Kbps for the rest of the bill cycle (except for these products: Connected Cars, Hot Spots, and Wireless Home Phone and Internet).	

13.4 Custom Business Nation Unlimited Voice Only Plan. The following applies to the Custom Business Nation Unlimited Voice Only Plan: the Voice Service rates, terms and conditions set forth in the AT&T Business Nation Sales Information. The Custom Business Nation Unlimited Voice Only Plan is further described in Table 13.4.

**TABLE 13.4
CUSTOM BUSINESS NATION UNLIMITED VOICE ONLY**

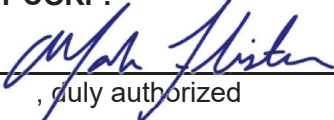
	Business Nation Unlimited Voice Plan
Monthly Service Charge	\$24.99
Anytime Minutes	Unlimited
Voice Overage Rate	N/A
Included Nights & Weekend Minutes	Unlimited
Included Mobile to Mobile Minutes	Unlimited
Domestic Long Distance	Included
Domestic Roaming	Included
Monthly Service Charge Discount	N/A
Rollover Minutes	N/A

Section 14. Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit B, attached hereto and incorporated herein by reference.

Section 15. Entire Agreement. The Master Agreement and this Participating Addendum set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

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

AT&T CORP.

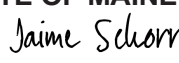
By: 
 , duly authorized

Name: Mark Flister

Title: Sr. Contract Manager

Date: 12/17/2020

STATE OF MAINE

By: 
6D6437754DD0459...
 , duly authorized

Name: Jaime Schorr

Title: .Chief Procurement Officer

Date: 12/23/2020

EXHIBIT A

STUDENT PROGRAM

1. Student Participation in 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 Agreement as CRUs. Under the PA, the term “Student” means an individual currently enrolled as a full-time student within grades Pre-K-12 at the Participating Entity’s qualified educational institution within Participating Entity’s State, District or other applicable jurisdiction; the term “Student” also includes an individual currently enrolled on a full-time basis in a high school completion program, in a workforce certification program, or in an adult basic education or English language program. Students cannot receive Service, Equipment and/or related products under the Agreement as IRUs.

2. Invoicing. Consolidated invoicing is the only invoicing option available with respect to Students. The Corporate Responsibility User Invoicing option, such option is not available in any respect for such Students.

3. Internet Safety Policy. Each Participating Entity hereunder represents and warrants that it has, and will maintain during the term of the Agreement, an Internet Safety Policy that complies with applicable law.

4. Consents and Notices.

4.1 Parental Consents. Each Participating Entity hereunder is responsible for obtaining from each Student’s legal guardian any and all consents required by applicable law, for access to and use of the Equipment and Service by the Student.

4.2 Additional Notices.

4.2.1 Notices Regarding Service and Equipment. Each Participating Entity hereunder will advise the legal guardian of each of its Students that the legal guardian must read all Sales Information concerning Service and use of the Equipment, including, without limitation, the Welcome Guide, Plan and feature brochures, coverage maps, Contractor’s Privacy and Acceptable Use policies, and other materials related to Equipment and accessories. Participating Entity will also provide to the legal guardian of each such Student, and advise the legal guardian to read, any additional materials and consumer information reasonably requested by Contractor from time to time to be so provided.

4.2.2 Notices Regarding Location-Based Services. Each Participating Entity hereunder will advise the legal guardian of each of its Students that (a) the Equipment used by such Student may be location-enabled, and (b) the legal guardian must read the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Applications offered by Contractor or third parties may allow Equipment used by Students to be tracked. In the event a Participating Entity or one of its Students downloads any such tracking application to Equipment used by a Student, that Participating Entity will provide clear and conspicuous notice to the legal guardian of such Student. Participating Entities will also ensure that their Students are not able to download such tracking applications themselves.

5. E-Rate Funding. If a Participating Entity intends to seek E-Rate funding for the Service made the basis of the Agreement, such Participating Entity is solely responsible for determining the proportion of the Service that is eligible for E-Rate discounts. To the extent Participating Entity relies upon Contractor to invoice USAC for the discounted portion of the Service, Participating Entity is responsible for providing the correct cost allocation information to Contractor for purposes of properly invoicing the Service.

EXHIBIT B - ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
 - d. The term "Division" shall refer to the State of Maine Division of Purchases.
 - e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term "Contract" or "Agreement" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

2. **WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany

each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given to the Division.

6. [RESERVED.]

7. [RESERVED.]

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

11. [RESERVED.]

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political

subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. [RESERVED.]

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material

Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

State of Maine Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

PART I: OVERVIEW

Department Office/Division/Program:		DAFS, BBM, Division of Procurement Services			
Department Contract Administrator or Grant Coordinator:		Justin Franzose			
(If applicable) Department Reference #:		n/a			
Amount: (Contract/Amendment/Grant)		\$ n/a	Advantage CT / RQS #:		
CONTRACT	Proposed Start Date:	On or before Dec 31, 2020	Proposed End Date:	June 30, 2024	
AMENDMENT	Original Start Date:		Effective Date:		
	Previous End Date:		New End Date:		
GRANT	Project Start Date:		Grant Start Date:		
	Project End Date:		Grant End Date:		
Vendor/Provider/Grantee Name, City, State:		Verizon Wireless: MA 18P 20093000000000000037 AT&T Mobility: MA 18P 20093000000000000038 US Cellular: MA 18P 20093000000000000036 T-Mobile: MA 18P 20093000000000000039			
Brief Description of Goods/Services/Grant:		Wireless Equipment and Carrier Services			

PART II: JUSTIFICATION FOR VENDOR SELECTION

Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)

<input type="checkbox"/>	A. Competitive Process	<input type="checkbox"/>	G. Grant
<input type="checkbox"/>	B. Amendment	<input type="checkbox"/>	H. State Statute/Agency Directed
<input type="checkbox"/>	C. Single Source/Unique Vendor	<input type="checkbox"/>	I. Federal Agency Directed
<input type="checkbox"/>	D. Proprietary/Copyright/Patents	<input checked="" type="checkbox"/>	J. Willing and Qualified
<input type="checkbox"/>	E. Emergency	<input type="checkbox"/>	K. Client Choice
<input type="checkbox"/>	F. University Cooperative Project	<input type="checkbox"/>	L. Other Authorization

PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

State of Maine Procurement Justification Form

PART III: SUPPLEMENTAL INFORMATION

The state currently has Master Agreements with three wireless service carriers that end on 12/31/2020. They continue to be willing and qualified to service the State of Maine. Additionally, it has been determined that T-Mobile is willing and qualified to offer these services as well.

2. Provide a brief justification for the selected vendor to supplement the response in Part II.

All wireless services vendors offering services in the State of Maine were willing and qualified to provide these services.

3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

All pricing is below commercial pricing. Agencies can choose their wireless carrier(s) using user experience and cost as necessary.

4. Describe the plan for future competition for the goods or services.

Maine will participate with NASPO ValuePoint on their next solicitation for wireless products and services

PART IV: APPROVALS

**Signature of requesting
Department's Commissioner
(or designee):**

By signing below, I signify that I approve of this procurement request.

DocuSigned by:



Printed Name:

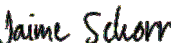
052B9AC7F56A489...
Fred Brittain

Date:

9/30/2020

**Signature of DAFS
Procurement Official:**

DocuSigned by:



Printed Name:

6D6437754DD0459...
Jaime Schorr

Date:

10/1/2020