

MA 18P 20093000000000000038  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 12/17/20

**Expiration Date:** 08/11/29

**Master Agreement Description:** Cell Phones & Plans, Wireless, Data, Voice, Accessories

**Buyer Information**

Justin Franzose 207-624-7337 ext. [justin.franzose@maine.gov](mailto:justin.franzose@maine.gov)

**Issuer Information**

Dawanna Pease 207-592-3193 ext. [dawanna.pease@maine.gov](mailto:dawanna.pease@maine.gov)

**Requestor Information**

Dawanna Pease 207-592-3193 ext. [dawanna.pease@maine.gov](mailto:dawanna.pease@maine.gov)

**Agreement Reporting Categories**

**Reason For Modification:** Extension to 8/11/2029. Exhibit B is hereby deleted in its entirety and replaced with Rider B-IT method of payment and other provisions and additional Rider C: Exceptions to Rider B-IT is amended into the Agreement.

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC0000109229

**Vendor Name**

AT&T DW Holdings, Inc.

**Alias/DBA**

AT&T ENTERPRISES LLC

**Vendor Address Information**

PO BOX 536216  
Atlanta, GA 30353-6218  
US

**Vendor Contact Information**

Tiffany Oliveira  
(802) 372-1001

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** AT&T DW Holdings, Inc.

**Commodity Line #:** 1

**Commodity Code:** 91575

**Commodity Description:** Cell Phones & Plans, Wireless, Data, Voice, Accessories

**Commodity Specifications:**

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

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	12/17/20	08/11/29
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**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



**IT MASTER AGREEMENT AMENDMENT**

DATE: 7/9/2024	AMENDMENT AMOUNT: \$0.00
ADVANTAGE CONTRACT #: MA 18P 20093000000000000038	ITP#: 243545
DEPARTMENT AGREEMENT #:	

This Master Agreement (MA) Amendment is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Administrative and Financial Services		
ADDRESS: 111 Sewall Street, 9 SHS		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-0009
PROVIDER		
PROVIDER NAME: AT&T Enterprises LLC		
ADDRESS: PO Box 536216		
CITY: Atlanta	STATE: GA	ZIP CODE: 30353-6218
PROVIDER'S VENDOR CUSTOMER #: VC0000109229		

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

**Department Representative:**  
DocuSigned by:  
  
 1/8/2025  
 BY: **Dawnna Pease, Director, Computing Infrastructure & Services** **Date**

**Provider Representative:**  
Signed by:  
  
 1/8/2025  
 BY: **Mark Flister, Sr. Contract Manager** **Date**

**DAFS – Office of Information Technology:**  
DocuSigned by:  
  
 1/8/2025  
 BY: **Nicholas Marquis, CIO** **Date**

**DAFS – Office of State Procurement Services:**  
DocuSigned by:  
  
 1/8/2025  
 BY: **David Morris, CPO** **Date**

Upon final approval by the Division of Procurement Services, a case details page will be made part of

*this contract.*

<b>AMENDMENT</b>
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The contract is hereby amended as follows: (Check and complete all that apply.)

<input checked="" type="checkbox"/>	<b>Amended Period</b>	Original Start Date: <b>12/17/2020</b>	Amendment Start Date: <b>7/9/2024</b>
		Current End Date: <b>8/30/2024</b>	New End Date: <b>8/11/2029</b>
		Reason:	
<input type="checkbox"/>	<b>Amended Contract Amount</b>	Adjustment Amount: \$	New Contract Amount: \$
		Reason:	
<input checked="" type="checkbox"/>	<b>Amended Scope of Work</b>	The Agreement is amended as follows: 1) Exhibit B additional terms and conditions is hereby deleted in its entirety and replaced with the Rider B-IT provisions included in this contract amendment. 2) Rider C: Exceptions to Rider B-IT amended into Agreement.	
<input type="checkbox"/>	<b>Other</b>	Describe the Changes:	

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

**ATTACHMENT A: CHANGES TO AGREEMENT TERMS AND CONDITIONS**

- A. Exhibit B additional terms and conditions is hereby deleted in its entirety and replaced with the Rider B-IT:

**RIDER B-IT: METHOD OF PAYMENT AND OTHER PROVISIONS**

**1. AGREEMENT AMOUNT: \$0.00**

**2. INVOICES AND PAYMENTS:** The Department will pay the Provider as follows:

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

- A. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- B. All invoices must include the vendor's Federal ID Number.
- C. All invoices must include either the Purchase Order number or the Contract number relating to the commodities/services provided.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice.

The Department may withhold a Retainage for project-based services in the following manner:

- The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- The Retainage will be held by the Department until the end of the warranty period.

The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the

Provider to the Department, unless they are performed in accordance with the provisions of Section 5, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement.

- 3. BENEFITS AND DEDUCTIONS:** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
- 4. INDEPENDENT CAPACITY:** In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State.
- 5. CHANGES IN THE WORK:** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.
- 6. SUBCONTRACTORS:** The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless.

- 7. SUBLETTING, ASSIGNMENT OR TRANSFER:** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein, without the written approval of the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.
- 8. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, the Provider certifies as follows:

1. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a *bona fide* occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
3. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
4. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.
5. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.
6. Contractors and Subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
7. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 9. EMPLOYMENT AND PERSONNEL:** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Agreement according to [MRS Title 5 §18-A, 2](#) and in harmony with [MRS Title 17 §3104](#). Any contract made in violation of these sections is void.

**10. NO SOLICITATION:** The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**11. ACCOUNTING, RECORDS, AND AUDIT:**

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.
2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.
3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception.

If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception.

6. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.



7. **ACCESS TO PUBLIC RECORDS** - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

**12. TERMINATION:** The performance of work under this Agreement may be terminated by the Department in whole or in part, whenever, for any reason the Agreement Administrator shall determine that such termination is in the best interests of the Department. Any such termination shall be effected by the delivery to the Provider of a Notice of Termination specifying the extent to which the performance of work under this Agreement is terminated, and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

Upon receipt of the Notice of Termination, the Provider shall:

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;
3. Terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;
4. Assign to the Department in the manner, and to the extent directed by the Agreement Administrator, all of the rights, titles, and interests of the Provider under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders;

5. With the approval of the Agreement Administrator, settle all outstanding liabilities and claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement;
6. Transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Agreement Administrator, equipment and products purchased pursuant to this Agreement, and all files, source code, data manuals, or other documentation, in any form, that relate to all the work completed, or in progress, prior to the Notice of Termination;
7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
8. Proceed immediately with the performance of the preceding obligations, notwithstanding any delay in determining or adjusting the amount of any compensation under this section.

Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

**13. GOVERNMENTAL REQUIREMENTS:** The Provider shall comply with all applicable governmental ordinances, laws, and regulations.

**14. GOVERNING LAW:** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws, statutes, and regulations of the State of Maine, without regard to conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal proceeding against the Department regarding this Agreement shall be brought in the State of Maine in a court of competent jurisdiction.

**15. STATE HELD HARMLESS:** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

**16. LIMITATION OF LIABILITY:** The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Agreement, up to a maximum of \$25,000,000, but not less than \$400,000.

For instance, if this Agreement is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Agreement is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

**17. NOTICE OF CLAIMS:** The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement, or which may affect the performance of duties under this Agreement, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement.

**18. APPROVAL:** This Agreement must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

**19. INSURANCE REQUIREMENTS:** The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Agreement, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

1. Minimum Coverage

a) Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:

- A. All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- B. Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- C. Data breach expenses, in an amount not less than (*see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records*) \$1,000,000, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
  - C.1) Consumer notification, whether or not required by law;
  - C.2) Forensic investigations;
  - C.3) Public relations and crisis management fees; and

C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider’s technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

**NOTE:** *Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6).*

*The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Agreement.*

<b>Number of PII Records</b>	<b>Insurance per Occurrence</b>
<i>1 through 3,000</i>	<i>\$400,000</i>
<i>3,001 through 100,000</i>	<i>\$1,000,000</i>
<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>

- b) Workers’ Compensation and employer’s liability, as required by law;
- c) Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;
- d) Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
- e) Crime, in an amount not less than \$1,000,000 (*The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider*); and
- f) Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

2. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- a) The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
  - b) The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - c) The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this

Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

- d) All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
- e) The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

**20. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, or the federal government (if applicable), then the State is not obligated to make payment under this Agreement.

**21. SEVERABILITY:** The invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the remainder of said provision, or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

**22. INTEGRATION:** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:  
Rider B-IT Terms and Conditions  
Rider G Identification of Country in which contracted work will be performed

**23. FORCE MAJEURE:** Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a party is prevented by an act of God, act of war, riot, fire, explosion, flood, or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, strike or labor dispute, provided that any such event, and the delay caused thereby, is beyond the control of, and could not reasonably be avoided by that party. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

**24. SET-OFF RIGHTS:** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement, up to any amounts due and owing to the State with regard to this Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

**25. INTERPRETATION OF THE AGREEMENT:**

1. Reliance on Policy Determinations - The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Agreement, and the Agreement Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Agreement, or in any agreement, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.
2. Titles Not Controlling - Titles of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.
3. No Rule of Construction - This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

**26. PERIOD OF WORK:** Work under this Agreement shall begin no sooner than the date on which this Agreement has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Agreement shall expire on the date set out on the first page of this Agreement, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Agreement, including performance of any warranty and/or maintenance agreements, whichever is the later date.

**27. NOTICES:** All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

**28. ADVERTISING AND PUBLICATIONS:** The Provider shall not publish any statement, news release, or advertisement pertaining to this Agreement without the prior written approval of the Agreement Administrator. Should this Agreement be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

**29. CONFLICT OF INTEREST:** The Provider certifies that it presently has no interest and shall not

acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Agreement, no person having any such known interests shall be employed.

### **30. LOBBYING:**

1. Public Funds - No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.

2. Federal Certification - Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

3. Other Funds - If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

### **31. PROVIDER PERSONNEL:**

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.

2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.
3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.
4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.

During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.

**32. STATE PROPERTY:** The Provider shall be responsible for the proper custody and care of any Department or State-owned property furnished for the Provider's use in connection with the performance of this Agreement, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

**33. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS:**

1. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Agreement do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.
2. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

**34. PRODUCT WARRANTY:** The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

**35. OPPORTUNITY TO CURE:** The Agreement Administrator may notify the Provider in writing



about the Department's concerns regarding the quality or timeliness of a deliverable. Within five (5) business days of receipt of such a notice, the Provider shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision shall not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section 13, Termination.

**36. COVER:** If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

**37. CONFIDENTIALITY:**

1. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
2. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
4. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

**38. OWNERSHIP:**

1. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement, or

equipment and products purchased pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.

2. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

**39. CUSTOM SOFTWARE:** For all custom software furnished by the Provider as part of this agreement, the following terms and conditions shall apply:

1. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.
2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

**40. OFF-THE-SHELF (OTS) SOFTWARE:** For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

1. This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.
2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.
3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of

such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

**41. SOFTWARE AS SERVICE:** When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.

1. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:

- a) The Provider has failed to carry out its obligations set forth in the this Agreement; or
- b) A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
- c) The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
- d) The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
- e) A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.

2. The Provider is responsible for all fees to be paid to the Escrow Agent.

3. The Escrow Agent may resign by providing advance written notice to both the Department and Provider.

**42. PRICE PROTECTION:**

1. The Provider shall ensure that all prices, terms, and warranties included in this Agreement are comparable to, or better than, the equivalent terms being offered by the Provider to any present customer meeting the same qualifications or requirements as the Department. If, during the term of this Agreement, the Provider enters into agreement(s) that provide more favorable terms to other comparable customer(s), the Provider shall provide the same terms to the Department.

2. If Federal funding is used for the acquisition of products and/or services under this Agreement, interest cannot be paid under any installment purchase or lease-purchase agreement entered into as a part of this Agreement.

**43. ENTIRE AGREEMENT:** This document contains the entire Agreement of the parties, and

neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.

B. The Agreement is amended to include Rider C: Exceptions to Rider B-IT:

**RIDER C: EXCEPTIONS TO RIDER B-IT**

A. Rider B-IT, Section 2. **INVOICES AND PAYMENTS** is hereby amended as follows:

2. **INVOICES AND PAYMENTS**: The Department will pay the Provider as follows:

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

- A. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- B. All invoices must include the vendor's Federal ID Number.
- C. All invoices must include either the Purchase Order number or the Contract number relating to the commodities/services provided.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice.

**If, applicable** ~~t~~The Department may withhold a Retainage for project-based services in the following manner:

- The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- The Retainage will be held by the Department until the end of the warranty period.

The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the Provider to the Department, unless they are performed in accordance with the provisions of Section 5, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement.

**B. Rider B-IT, Section 14. LIMITATION OF LIABILITY is hereby amended as follows:**

**14. LIMITATION OF LIABILITY:** The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein or three times the value of the Product or Service that is the subject of this Agreement, up to a maximum of \$252,000,000, but not less than \$400,000

For instance, if this Agreement is valued at \$15,000,000, then the Provider's liability is up to \$252,000,000. But if this Agreement is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect, or consequential damages not covered by any of the insurances required herein.

**C. Rider B-IT, Section 22. INTEGRATION is hereby amended as follows:**

**22. INTEGRATION:** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

Rider C Exceptions

Rider B-IT Terms and Conditions

~~Rider G Identification of Country in which contracted work will be performed~~

[NASPO Participating Addendum between Vendor and State \(MA 18P 20093000000000000038\)](#)

[NASPO Master Agreement No. MA149](#)

**D. Rider B-IT, Section 38. OWNERSHIP is hereby amended as follows:**

**38. OWNERSHIP:** All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products **purchased by the Contractor exclusively for use by the Department using funds provided under this**

**Agreement**, in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement, or equipment and products purchased pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.

3. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

**E. Rider B-IT, Section 42. PRICE PROTECTION is hereby amended as follows:**

~~42.~~

- ~~1. The Provider shall ensure that all prices, terms, and warranties included in this Agreement are comparable to, or better than, the equivalent terms being offered by the Provider to any present customer meeting the same qualifications or requirements as the Department. If, during the term of this Agreement, the Provider enters into agreement(s) that provide more favorable terms to other comparable customer(s), the Provider shall provide the same terms to the Department.~~
- ~~2. If Federal funding is used for the acquisition of products and/or services under this Agreement, interest cannot be paid under any installment purchase or lease-purchase agreement entered into as a part of this Agreement.~~

**F. Rider B-IT, Section 43. CYBERSECURITY AND PROHIBITED TECHNOLOGIES is hereby amended as follows:**

**43. CYBERSECURITY AND PROHIBITED TECHNOLOGIES:** Through the execution of this Contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

1. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
2. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

Contracts entered into by a state agency in violation of 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

**G. Rider B-IT, Section 44. Technical Requirements is hereby amended as follows:**

**I. TECHNICAL REQUIREMENTS:**

- A. ACCESSIBILITY: All IT products must be accessible to persons with disabilities and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/DigitalAccessibilityPolicy.pdf>).
- B. STATE IT POLICIES: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards> effective at the time this Agreement is executed as applicable to Contractor, with the following exceptions:
1. Contractor will not permit the State to audit its proprietary wireless network but can agree to respond to standardized written questionnaires to ensure its cybersecurity policies are providing adequate protection to the State's personal data;
  2. Contractor will comply with the State's Configuration Management Policy, as applicable to Contractor. In the event of a conflict between the State's Configurations Management Policy and Contractor's internal configuration management policies, Contractor will follow its internal configuration management policy; and
  3. Contractor conducts its own pen tests and vulnerability scans but does not permit other parties to pen test its systems or conduct vulnerability scans. In the event of a confirmed breach that affects the State's data, Contractor will provide the following information to the State: (i) what State data was affected, (ii) cause of the breach, if known; (iii) steps taken to remediate the breach; (iv) mitigation efforts to minimize effects of the breach; and (v) other information reasonably requested by the State that does not reveal confidential or proprietary information. Provide the Department the Provider's ISO 27001, Stage 2 certificate, annually.
  4. A SOC II Type II report with appropriate trust principles will be received annually per the contract. Absent the SOC II Type II, additional appropriate security assessments will be in System and Services Acquisition Policy and Procedures (SA-1).

MA 18P 20093000000000000038  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 12/17/20

**Expiration Date:** 08/30/24

**Master Agreement Description:** Cell Phones & Plans, Wireless, Data, Voice, Accessories

**Buyer Information**

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

**Issuer Information**

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

**Requestor Information**

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

**Agreement Reporting Categories**

**Reason For Modification:** Extension until 8/30/2024.

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC0000109229

**Vendor Name**

AT&T ENTERPRISES LLC

**Alias/DBA**

AT&T ENTERPRISES LLC

**Vendor Address Information**

PO BOX 536216

Atlanta, GA 30353-6218

US



**Vendor Contact Information**

CONTACT CONTACT  
999-999-9999 ext.

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** AT&T ENTERPRISES LLC

**Commodity Line #:** 1

**Commodity Code:** 91575

**Commodity Description:** Cell Phones & Plans, Wireless, Data, Voice, Accessories

**Commodity Specifications:**

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

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	12/17/20	08/30/24
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**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:  
 6/28/2024  
2A644AE5681E482

---

Signature Date

David Morris, Acting Chief Procurement Officer

Vendor

 06/27/2024

---

Signature Date

Mark Flister, Sr. Contract Manager

---

Print Representative Name and Title

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.

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

**Commodity Terms and Conditions**

**Vendor Line #:** 1

**Commodity Line #:** 1

**T&C #:** 165

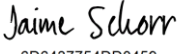
**T&C Name:** Payment Terms

**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:  
 12/23/2020  
6D6437754DD0459  
\_\_\_\_\_  
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

 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 4<sup>th</sup> 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](mailto: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](mailto: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](mailto: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**

	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000GB</b>
<b>For use with an unsubsidized device</b>	\$15.88 MSC	\$24.62 MSC	\$36.12 MSC	\$207.24 MSC	\$377.44 MSC	\$1,762.04 MSC	\$3,385.84 MSC
<b>For use with a subsidized device</b>	\$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**

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

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



	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000GB</b>
<b>For use with an unsubsidized device</b>	\$10.24 MSC	\$15.99 MSC	\$22.99 MSC	\$201.60 MSC	\$371.80 MSC	\$1,766.40 MSC	\$3,380.20 MSC
<b>For use with a subsidized device</b>	\$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**

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

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

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

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

<b>Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets</b>	\$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**

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

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

	<b>Unlimited Smartphone Plan (without tethering)</b>	<b>Unlimited With Tethering Smartphone Plan</b>	<b>Unlimited with Tethering Tablet Plan</b>
<b>Monthly Service Charge</b>	\$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**

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

<b>Minutes</b>	
<b>Domestic Long Distance</b>	Included
<b>Domestic Roaming</b>	Included
<b>Monthly Service Charge Discount</b>	N/A
<b>Rollover Minutes</b>	N/A
<b>Included Domestic Data Access</b>	Unlimited
<b>Unlimited Text</b>	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**

	<b>GOV Pooled Unlimited Plan</b>
<b>Monthly Service Charge</b>	<b>\$47.99</b>
<b>Anytime Minutes</b>	Unlimited
<b>Voice Overage Rate</b>	N/A
<b>Included Nights &amp; Weekend Minutes</b>	Unlimited
<b>Included Mobile to Mobile Minutes</b>	Unlimited
<b>Domestic Long Distance</b>	Included
<b>Domestic Roaming</b>	Included
<b>Monthly Service Charge Discount</b>	N/A
<b>Rollover Minutes</b>	N/A
<b>Included Domestic Data Access</b>	Unlimited
<b>Domestic Data Usage Tethering Cap</b>	10GB
<b>Unlimited Text</b>	Yes
<b>Tethering &amp; Mobile Hotspot:</b> 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**

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

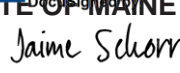
By:   
duly authorized

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

Maine NASPO IV PA MF7988 080620

## 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.