

MODIFICATION

State of Maine



Master Agreement

Effective Date: 12/01/08

Expiration Date: 06/30/19

Master Agreement Description: Wireless Communication items, parts and test equipment

Buyer Information

Terry Demerchant 207-624-7334 ext. Terry.L.Demerchant@maine.gov

Issuer Information

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

Requestor Information

Wayne Gallant 207-624-9424 ext. wayne.e.gallant@maine.gov

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000090092

Vendor Name

TESSCO INC

Alias/DBA

Vendor Address Information

11126 MCCORMICK ROAD

HUNT VALLEY, MD 21031-1494

US

Vendor Contact Information

Keri Reddington

410-229-1543 ext.

bid@tessco.com

Payment Discount Terms

Discount 1: % 0 Days

Discount 2: % 0 Days

Discount 3: % 0 Days

Discount 4: % 0 Days

Commodity Information

Vendor Line #: 1

Vendor Name: TESSCO INC

Commodity Line #: 1

Commodity Code: 72559

Commodity Description: Wireless Communication items, parts and test equipment

Commodity Specifications: Wireless Communication items, parts and test equipment as per the attached contract agreement.

Commodity Extended Description: This MA has been extended for a (3) year period as per the attached Amendment. Agency to obtain Quote/Invoice from vendor - then create DO against the MA.

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
Contract Amount	Service Start Date	Service End Date
\$0.00	12/01/08	06/30/19
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")

MASTER PRICE AGREEMENT
TESSCO
Contract Number: 1907
(hereinafter "Contractor")

And

STATE OF MAINE
(hereinafter "Participating State")

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1. Scope: This addendum covers the WIRELESS SERVICES lead by the State of Nevada for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to Master Price Agreement:

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.
- A. The Contractor will not discriminate against any employee or applicant for employment 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 Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their 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, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to

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race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

- ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from negligent acts or omissions of the contractor, his employees or subcontractors or volunteers.
- iv. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, 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, then the State is not obligated to make payment under this Agreement.

4. **Lease Agreements:** No

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5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Kristina Lewis
Address	11126 McCormick Road, Hunt Valley, MD 21031
Telephone	410-229-1256
Fax	410-527-0005
E-mail	lewisk@tessco.com

Participating Entity

Name	Arlene Jones, Buyer II
Address	9 State House Station, Augusta ME 04333-0009
Telephone	207-624-7871
Fax	207-624-5086
E-mail	Arlene.B.Jones@maine.gov

6. Subcontractors:

All [contactor] dealers and resellers authorized in the State of Maine, as shown on the dedicated Tessco (WSCA) website, are approved to provide sales and service support to participants in the WSCA Master Price Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set

PARTICIPATING ADDENDUM
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WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")

MASTER PRICE AGREEMENT
TESSCO
Contract Number: 1907
(hereinafter "Contractor")

And

STATE OF MAINE
(hereinafter "Participating State")

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forth in the aforementioned Master Price Agreement.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract # 1907" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, monthly payment (if leased), itemized list of accessories. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

Orders can be made out to either (a) TESCO or (b) to an AUTHORIZED reseller depending upon the preference of the Participating State or other participating legal entity.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: MA 18P 1210050000000000086 and the Lead State price agreement number: 1907.

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009"

("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases.

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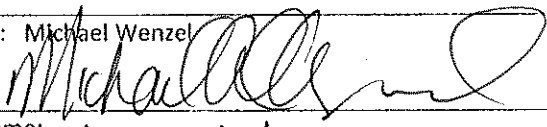
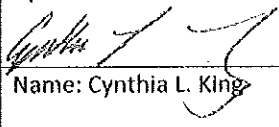
And

STATE OF MAINE
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Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: MAINE	Contractor: TESSCO INC
By: Michael Wenzel 	By: 
Name: Michael Alan Wenzel	Name: Cynthia L. King
Title: Director of the Division of Purchases	Title: Vice President
Date: 11/30/2012	Date: 12/05/2012

[Additional signatures as required by Participating State]

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
Agreement to Purchase Services

THIS AGREEMENT, made this 1st day of December, 2008, is by and between the State of Maine, Office of Information Technology, hereinafter called "Department," and Tessco Technologies Inc., located at 11126 McCormick Rd., Hunt Valley, MD 21031, telephone number ~~800-508-5444~~, hereinafter called "Provider", for the period of July 1, 2008 to June 30, 2010.
866-352-9654

The AdvantageME Vendor/Customer number of the Provider is _____

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

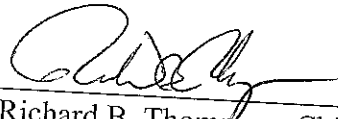
- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider G - Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 01 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in three original copies.

Office of Information Technology

By:

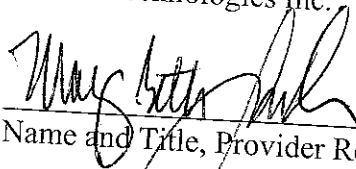


Richard B. Thompson, Chief Information Officer

and

Tessco Technologies Inc.

By:



Name and Title, Provider Representative

Total Agreement Amount: Unencumbered Master Agreement

Approved: _____
Chair, State Purchases Review Committee

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

1. AGREEMENT SUMMARY.

This Agreement establishes a mechanism for the Department to obtain wireless communication commodity items, parts, and test equipment from the Provider on an as needed basis.

2. ACCOUNT MANAGEMENT.

Provider will make available an account manager who will be the Department's point of contact for technical, billing questions, order authorization, problem resolution, and other issues arising during the term of this Agreement.

The Department's point of contact will be the Director of Radio Operations. He/She will be responsible for account authorization, timely invoice processing, problem resolution, and other required account maintenance activities.

Provider agrees to accept credit cards and electronic payments for the procurement of commodities under this Agreement.

3. PRICING.

Platinum level pricing for the Provider's entire catalog will be extended during the term of the Agreement.

4. SHIPPING.

Standard five day shipment will be provided at no cost. Freight, second day, or overnight shipping will be billed directly to the Department.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** Unencumbered Master Agreement.
2. **INVOICES AND PAYMENTS** Payment shall be made by the Department within 30 days after receipt of an approved itemized invoice submitted by the Provider upon his usual billing forms or business letterhead. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds.
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 parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Wayne Gallant

Title: Network Services Director

Address: Office of Information Technology, State House Station 145, Augusta, ME 04333-0145

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **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 execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **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 written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. 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.

b. 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.

c. 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.

- d. 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) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. 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.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. 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.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. 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.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. 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.

13. **WARRANTY** The Provider warrants 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 for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
14. **ACCESS TO RECORDS** 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.
15. **TERMINATION** The performance of work under the 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 interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the 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.
16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This

indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

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

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, 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, then the State is not obligated to make payment under this Agreement.

23. **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.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that 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, or 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. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **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, 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.

27. **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 the 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 the Agreement, or to exercise an option or election under the 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, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

RIDER D

Not Required: For use at Department's Discretion

RIDER E

Not Required: For use at Department's Discretion

RIDER F

Not Required: For use at Department's Discretion

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: HUNT VALLEY, MD RENO, NV

Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

Contract for Special Services- Amendment

BY AGREEMENT of both parties this 1st Day of July 2010, the Contract for Special Services between the State of Maine Department of Administrative & Financial Services/OIT hereinafter called "Department" and TESSCO Technologies, Inc. hereinafter called "Contractor" is hereby amended as follows:

The purpose of this Contract Amendment is to extend the end date from 6/30/2010 to 6/30/2013.

SPECIFICATIONS OF WORK TO BE PERFORMED

1. AGREEMENT SUMMARY

This Agreement established a mechanism for the Department to obtain wireless communication commodity items, parts, and test equipment from the Provider on an as needed basis.

2. ACCOUNT MANAGEMENT

Provider will make available an account manager who will be the Department's point of contact for technical, billing questions, order authorization, problem resolution, and other issues arising during the term of the Agreement.

3. PRICING

Platinum level pricing for the Provider's entire catalog will be extended during the term of the Agreement.

4. SHIPPING

Standard five day shipment will be provided at no cost. Freight, second day, or overnight shipping will be billed directly to the Department.

The Contract dollar amount is increased by \$0.00, based on usage.

There will be **NO** automatic renewal of services.

All other terms and conditions of the original Contract dated December 1, 2008 and amendment remain in full force and effect.

In WITNESS WHEREOF, The Department and the Contractor by their duly authorized representatives, have executed this amendment in 3 originals as of the day and year first above written.

Department: Administrative & Financial Services/OIT

By: _____

Greg McNeal
Greg McNeal, Acting Chief Information Officer

(Name and Title)

And

Approved, Contract Review Committee
Date: _____

Contractor: _____

By: _____

TESSCO Technologies, Inc.

Mary Beth Smith
Mary Beth Smith, VP of Sales

(Name and Title)

Encumbrance#:	<u>MA 18P 090415*239</u>	Vendor Code:	<u>VC1000090092</u>
Old Contract Amount:	<u>Unencumbered</u>	Account:	<u>038-18B-2029-02-9009</u>
Amendment Amount	<u>\$0.00</u>	Account:	_____
New Contract Amount:	<u>Unencumbered</u>	Termination Date:	<u>6/30/2013</u>

Contract for Special Services - Amendment

BY AGREEMENT of both parties this 2nd Day of July 2013, the Contract for Special Services between the State of Maine Department of Administrative & Financial Services/OIT hereinafter called "Department" and TESSCO Technologies, Inc. hereinafter called "Contractor" is hereby amended as follows:

The purpose of this Contract Amendment is to extend the end date from 6/30/2013 to 6/30/2016.

SPECIFICATIONS OF WORK TO BE PERFORMED

1. AGREEMENT SUMMARY

This Agreement established a mechanism for the Department to obtain wireless communication commodity items, parts, and test equipment from the Provider on an as needed basis.

2. ACCOUNT MANAGEMENT

Provider will make available an account manager who will be the Department's point of contact for technical, billing questions, order authorization, problem resolution, and other issues arising during the term of the Agreement.

3. PRICING

Platinum level pricing for the Provider's entire catalog will be extended during the term of the Agreement.

4. SHIPPING

Standard five day shipment will be provided at no cost. Freight, second day, or overnight shipping will be billed directly to the Department.

The Contract dollar amount is increased by \$0.00, based on usage.

There will be NO automatic renewal of services.

All other terms and conditions of the original Contract dated December 1, 2008 and amendment remain in full force and effect.

In WITNESS WHEREOF, The Department and the Contractor by their duly authorized representatives, have executed this amendment in 3 originals as of the day and year first above written.

Department: Administrative & Financial Services/OIT

By: *James R. Smith*
James R. Smith, Chief Information Officer
(Name and Title)

And

Approved, Contract Review Committee

Date: _____

Contractor: TESSCO Technologies, Inc.

By: *Cynthia L. King*
Cynthia L. King, Vice President
(Name and Title)

Encumbrance#:	<u>MA 18P 090415*239</u>	Vendor Code:	<u>VC1000090092</u>
Old Contract Amount:	<u>Unencumbered</u>	Account:	<u>038-18B-2029-02-9009</u>
Amendment Amount	<u>\$0.00</u>	Account:	<u></u>
New Contract Amount:	<u>Unencumbered</u>	Termination Date:	<u>6/30/2016</u>

State of Maine Competitive Award Authorization Form

Form Instructions: Please provide the information requested in the form below. This form must accompany contracts being proposed for approval that are the direct result of a competitive Request for Proposals (RFP), a subsequent contract renewal that was anticipated in the RFP or when Competitive Quotes are obtained. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

Contract Administrator:	Michelle Fournier	Office/Division/Program:	DAFS/OIT/
Contract Amount:	\$0.00	Contract (CT) Number:	MA 18P 090415*239
Start Date:	3-15-2012	End Date:	6/30/2019
Selected Bidder's Name, City and State:	TESSCO INC. PO BOX 8500-54588 Philadelphia, PA 19178-4588		
Short Description of Service:	Wireless Communication items, parts and test equipment		

1. Information on the Competitive Process Used

If a RFP process was used:

RFP#: Initial contract. First renewal. Second renewal. Third renewal.

If this is a first, second, or third renewal after an RFP, you need not complete the remainder of section 1 nor sections 2, 3 and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form and send it with the contract.

NASPO ValuePoint formally known as Western State's Contracting Alliance ("WSCA/NASPO") acting by and through the State of Nevada Purchasing Division completed RFP/Contract#1907.

If competitive quotes were obtained:

This contract award is the result of obtaining Competitive Quotes.

The RFP process can be used for any contract award, but please note that as an alternative to the RFP process, Competitive Quotes can be used in determining awards for contracts if both of the following criteria apply:

- A. *The total contract amount is \$10,000 or less; and*
- B. *If the services sought are straightforward in nature, such that price, availability and pass/fail criteria are the determining factors in the award decision (i.e. no subjective evaluation factors needed to be used).*

**Renewals are not allowed for Competitive Quote awards. Once a contract expires that was the result of obtaining Competitive Quotes, new quotes are to be sought if the need for the services continues.*

N/A

2. Identify All Bidders

- A. For **RFPs**, please list all bidders who submitted proposals before the stated Proposal Submission Deadline.
- B. For contracts where **Competitive Quotes** were obtained, the following needs to be included in this section:
 - 1) List all vendors who were contacted for quotes;
 - 2) List all vendors who responded and the quoted amounts for each and;
 - 3) Clearly identify the selected vendor (place in bold).

*Please note, in accordance with 5 M.R.S. §1825-A(3), competitive bidding must be conducted with a **minimum of three** vendors, unless three vendors are not available. If three are not available, please mention below how this was determined. If more than three are available, it is **HIGHLY RECOMMENDED** to contact all vendors to seek as many quotes as possible.*

State of Maine Competitive Award Authorization Form

State of Nevada's Purchasing Division administered the review and scoring process by and through NASPO ValuePoint formally known as Western State's Contracting Alliance ("WSCA/NASPO"). Please see list of bidder's below:

Cellular One
 Verizon
 T-Mobile
 AT&T
 Sprint
 Ruckus
 V Accessories
 Once Source
 Discount Cell
 Tessco
 LG Ericsson

3. Review and Scoring Process.

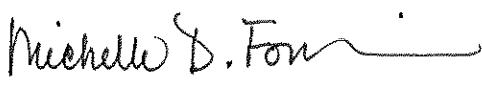
- A. For contract awards based on an **RFP**, describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.
- B. If this contract award is the result of obtaining **Competitive Quotes**, then please specify below that the quote with the lowest price was selected from among the bidders that met the State's requirements.
Please attach to this document all Competitive Quotes received (not RFP proposals).

The lead State of Nevada's Purchasing Division administered the review and scoring process by and through NASPO ValuePoint formally known as Western State's Contracting Alliance ("WSCA/NASPO").

Cooperative purchasing information can be found on NASPO Valuepoint's website: <http://www.naspovaluepoint.org/#!/current-contracts/contractors/results/200>

4. Reminder regarding Award Notification Letters.

Award notification letters should be sent out to bidders following all competitive processes. If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Purchases' website:

Signature of requesting Department's Contract Administrator (or other relevant stakeholder):	
Printed Name:	Michelle Fournier, Director of Special Projects, Office of Information Technology
Date:	6/21/16