

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

PARTICIPATING ENTITY: STATE OF MARYLAND

This Participating Addendum (the "PA") is made this 25th day of February, 2021 (the "PA Effective Date"), between the State of Maryland Department of Information Technology, by and for the Purchasing Entity ("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 all State agencies and departments and, for purposes of IT or telecommunications procurements, Other Public Governmental Entities as authorized Purchasing Entities under this Participating Addendum. All such purchases by Other Public Governmental Entities:

- Shall constitute contracts between the Contractor and the corresponding Purchasing Entity;
- Shall not constitute purchases by the Participating Entity under the Agreement; and
- May be subject to other terms and conditions agreed to by the Contractor and the Purchasing

Entity.

If Participating Entity is acting as procurement agent for another State agency/Purchasing Entity, then Participating Entity is not the corresponding Purchasing Entity. Instead, the State agency is the party in interest under the PA and will be identified on the Purchase Order. For such contracts, all rights and liabilities of Participating Entity pursuant to the Purchase Order and applicable law shall be the rights and liabilities of the Purchasing Entity, which Participating Entity may exercise as agent, and for which Participating Entity shall have no liability to the Contractor pursuant to the PA.

Other Public Governmental Agencies includes all public governmental entities within the State of Maryland including local agencies, municipalities, counties, public healthcare agencies, public utilities, public schools and public institutions of higher education.

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: Cheryl Howard-Bond
Title: Procurement Officer II
Address: 45 Calvert Street, 2nd Floor
Annapolis, Maryland 21401-1994
Telephone: 410-697-9665
Fax Number:
E-Mail: Cheryl.Howard-Bond@maryland.gov

Lead State:

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

Contractor Account Team:

Name: Dan Riska
Title: Client Solutions Executive
Address: 7125 Columbia Gateway Drive
Columbia, MD 21046
Telephone: (410) 739-2095
Fax Number:
E-Mail: dr8356@att.com

Contractor Main:

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

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

Section 7. Miscellaneous.

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

7.2 K-12 Program. The Parties acknowledge and agree that K-12 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. 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 §10 (including all sub-sections and Tables), AT&T will provide Participating Entity and its eligible CRUs the custom FirstNet Mobile Plans described in §10 (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 §10. and the applicable Sales Information, this §10. 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 10.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$15.99 MSC	\$25.99 MSC	\$41.00 MSC	\$227.00 MSC	\$412.00 MSC	\$1,917.00 MSC	\$3,682.00 MSC
For use with a subsidized device	\$35.99 MSC	\$45.99 MSC	\$61.00 MSC	\$247.00 MSC	\$432.00 MSC	\$1,937.00 MSC	\$3,702.00 MSC

**TABLE 10.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

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

**TABLE 10.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$12.00 MSC	\$15.99 MSC	\$22.99 MSC	\$220.00 MSC	\$405.00 MSC	\$1,910.00 MSC	\$3,675.00 MSC
For use with a subsidized device	\$22.00 MSC	\$25.99 MSC	\$32.99 MSC	\$230.00 MSC	\$415.00 MSC	\$1,920.00 MSC	\$3,685.00 MSC

**TABLE 10.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	\$44.99	\$39.99	\$36.99

**TABLE 10.5
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

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

**TABLE 10.6
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 MSC
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**TABLE 10.7
CUSTOM FIRSTNET MACHINE-TO-MACHINE POOLED PLANS**

	1MB	2MB	5MB	10MB	50MB
Monthly Service Charge	\$4.15	\$4.75	\$5.80	\$6.80	\$12.40

**TABLE 10.8
CUSTOM FIRSTNET MACHINE-TO-MACHINE BACKUP PLAN**

FirstNet Machine-to-Machine Backup Plan 20MB	\$24.75 MSC
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Section 11. 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 §11 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participating Entity must remain eligible for the Custom FirstNet Mobile Plans described in §10 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 11.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$25.99	\$41.00	\$10.99	\$15.99	\$22.99

**TABLE 11.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$44.99	\$36.99

Section 12. 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 §12 (including all sub-sections and Tables), Contractor will provide Participating Entity and its eligible CRUs the following custom offers: (a) the recurring credits described in §12.1 herein (the “Recurring Credits”); and (b) the custom pooled Plans described in §12.4 herein (the “Custom Pooled Plans”); (the Recurring Credits, and the Custom Pooled Plans are, at times, referred to together herein as the “Custom Offers”). The Custom Offers are available for the term of the Agreement. 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 §12 and the applicable Sales Information, this §12 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.

12.1 Recurring Credits. Recurring Credits are provided each month and are only available to the Participating Entity's CRUs who (a) activate or migrate Service on the corresponding Plan or feature; and (b) remain on Service under such Plan or feature at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount.

**TABLE 12.1
RECURRING CREDITS**

PLAN OR FEATURE	RECURRING CREDITS (Per Month)
Unlimited SMS Feature with an MSC of \$15.00 when activated with a Voice Service Plan with an MSC of \$12.99 or higher	\$15.00
5GB Pooled Data Add ON Plan when combined with a GOV Pooled plan with an MSC of \$39.00 or higher	\$8.34
EPTT Feature Add On for Flat Rate Plans	\$9.99
Business Telemetry Connect 2MB Pooled Plan with an MSC of \$11.99 when combined with ActSoft Comet Tracker with an MCS of \$21.00	\$3.99

DataConnect Unlimited Plan for Smartphones with an MSC of \$45.00 when combined with a Voice Service Plan with of MSC of \$12.99 or higher	\$8.80
DataConnect Unlimited Plan for Laptops and Aircards	\$8.53
GSA Unlimited Tethering when combined with National Flat Rate Plan	\$15.47
GSA Unlimited Tethering when combined with GOV Pooled Plans	\$16.67
Comet Tracker with an MSC of \$21.00 when combined with Business Telemetry Connect Pooled 2MB Plan with an MSC of \$11.99	\$4.00
Messaging Basic Access when combined with Unlimited Text Messaging and a Voice Plan with an MSC of \$12.99 or higher.	\$3.00
GOVP Add-A-Line Plan when combined with 5GB Business Pooling Plan or Tethering Data Add On Plan	\$6.25
Messaging Bundle 1000 with a MSC of \$10.00 when combined with a Voice Service Plan with an MSC of \$12.99 or higher and maintained on the same device	\$5.00
Messaging Bundle Unlimited with a MSC of \$20.00 when combined with a Voice Service Plan with an MSC of \$12.99 or higher and maintained on the same device	\$10.00

12.2 Custom Pooled Plans. Contractor will provide the Custom Pooled Voice Only Plans described in Table 12.2.1, and the Custom Pooled Integrated Plans with Tethering described in Table 12.2.2. The following applies to the Custom Pooled Plans: (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.

**TABLE 12.2.1
CUSTOM POOLED VOICE ONLY PLANS**

	GOV Pooled Add A Line	GOV Pooled 300 Plan	GOV Pooled 400 Plan	GOV Pooled 600 Plan	GOV Pooled 1000 Plan	Unlimited Voice Plan
Monthly Service Charge	\$15.99	\$29.25	\$33.00	\$39.75	\$52.50	\$69.99
Anytime Minutes	N/A	300	400	600	1000	Unlimited
Voice Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	N/A
Included Nights & Weekend Minutes	N/A	5000	5000	Unlimited	Unlimited	Unlimited
Included Mobile to Mobile Minutes	N/A	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included	Included	Included
Monthly Service Charge	N/A	N/A	N/A	N/A	N/A	N/A

Discount						
Rollover Minutes	N/A	N/A	N/A	N/A	N/A	N/A
Included Domestic Data Access	N/A	N/A	N/A	N/A	N/A	N/A
Unlimited Text	N/A	Yes	Yes	Yes	Yes	Yes

**TABLE 12.2.2
CUSTOM POOLED INTEGRATED PLANS WITH TETHERING**

	GOV Pooled Add A Line	GOV Pooled 300 Plan	GOV Pooled 400 Plan	GOV Pooled 600 Plan	GOV Pooled 1000 Plan	Unlimited Voice Plan
Monthly Service Charge	\$35.99	\$46.88	\$50.63	\$57.38	\$70.13	\$44.99
Anytime Minutes	N/A	300	400	600	1000	Unlimited
Voice Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	N/A
Included Nights & Weekend Minutes	N/A	5000	5000	Unlimited	Unlimited	Unlimited
Included Mobile to Mobile Minutes	N/A	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A	N/A	N/A	N/A
Included Domestic Data Access	N/A	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Data Usage Tethering Cap	N/A	10GB	10GB	10GB	10GB	10GB
Unlimited Text	N/A	Included	Included	Included	Included	Included

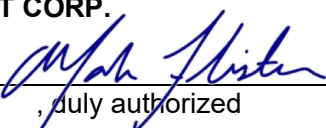
Tethering & Mobile Hotspot: Includes up to 10GB per line per month. After 10GB, tethering speed will be slowed to a max of 128Kbps for the rest of the bill cycle (except for these products: Connected Cars, Hot Spots, and Wireless Home Phone and Internet).

Section 13. 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 14. 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: 01/27/2021

STATE OF MARYLAND

By: 
_____, duly authorized

Name: Robert E. Gleason

Title: Chief Procurement Officer

Date: March 2, 2021

EXHIBIT A K-12 PROGRAM

1. K-12 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 K-12 Students to participate in the Agreement as CRUs. Under the PA, the term "K-12 Student" means an individual currently enrolled as a full-time student within grades K-12 at the Participating Entity's qualified educational institution within Participating Entity's State, District or other applicable jurisdiction. K-12 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 K-12 Students. The Corporate Responsibility User Invoicing option, such option is not available in any respect for such K-12 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 addresses the following: (a) access by minors to inappropriate matter on the Internet and the World Wide Web; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access including "hacking" and other unlawful activities by minors online; (d) unauthorized disclosure, use and dissemination of personal information regarding minors; and (e) measures designed to restrict minors' access to materials harmful to minors.

4. Consents and Notices.

4.1 Parental Consents. Each Participating Entity hereunder is responsible for obtaining from each K-12 Student's legal guardian any and all consents necessary for access to and use of the Equipment and Service by the K-12 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 K-12 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 K-12 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 K-12 Students that (a) the Equipment used by such K-12 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 K-12 Students to be tracked. In the event a Participating Entity or one of its K-12 Students downloads any such tracking application to Equipment used by a K-12 Student, that Participating Entity will provide clear and conspicuous notice to the legal guardian of such K-12 Student. Participating Entities will also ensure that their K-12 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

STATE OF MARYLAND TERMS AND CONDITIONS

1. INCORPORATION BY REFERENCE:

All terms and conditions of the solicitation and amendments thereto are made a part of this Contract.

2. TAX EXEMPTION:

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request.

3. SPECIFICATIONS:

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in this solicitation.

4. ANTIBRIBERY:

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

5. REGISTRATION:

Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The website for the State Department of Assessments and Taxation is <http://www.dat.state.md.us>, e-mail address is charterhelp@dat.state.md.us, and phone numbers for the State Department of Assessments and Taxation are: (410) 767-1340 or (888) 246-5941.

6. EPA COMPLIANCE:

Materials, supplies, equipment, or other services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

7. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) :

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

8. DISPUTES: NO ELECTRONIC PROTESTS, NOTICES OF CLAIM, OR CLAIMS:

This Contract shall be subject to the provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR.21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

In accordance with COMAR 21.10.02.02 the Department will not accept protests, notices of claim, or claims by any electronic means (including by facsimile or email).

9. PAYMENT OF STATE OBLIGATIONS:

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

Electronic Funds Transfer: This provision on Electronic Funds Transfer applies to contracts of over \$200,000 for which payments are made through the State Comptroller. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. By submitting a response to this solicitation, the Bidder or Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. After award of a contract, the selected Bidder or offeror shall register with the Comptroller of Maryland using the forms required by the Comptroller. For further information go to:

<http://compnet.comp.state.md.us/gad/vendorinfo/eft/default.asp>

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

10. PRE-EXISTING REGULATIONS:

The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

11. INDEMNIFICATION:

The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operations of this agreement.

12. [RESERVED]

13. DRUG AND ALCOHOL FREE WORKPLACE:

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this purchase order.

14. CHANGES: WORK ORDERS:

Changes: The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be an order, make any change in the work within the general scope of the contract, including but not limited to changes:

In the specifications (including drawings and designs); In the method or manner of performance of the work;

In the State-furnished facilities, equipment, materials, services, or site; or Directing acceleration in performance or delivery.

Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the Procurement Officer that causes or constitutes any such change shall be treated as a change order under this clause provided that the Contractor gives the Procurement

Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

Subject to paragraph (6) of this subsection, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, whether or not changed by an order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any order under (2) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this section, he shall do so in accordance with and subject to the disputes procedures of the contract.

Each contract modification or change order that affects contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the contract budget or total cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the contract is adjusted to permit its completion within the project budget.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under this contract.

As used in this section, "work" means any and all commodities, goods, materials, labor, services, manner or time of delivery or performance, or other elements of performance required to be furnished or supplied by the Contractor under this contract.

Miscellaneous: In the event of a dispute between the Department and the Contractor as to whether any work is included in the scope of the contract such that the Contractor would be obligated to provide that work at no additional cost to the State, the Procurement Officer may order the Contractor under this section to perform the work (a "Work Order"). If the Contractor considers such an order to be a change in the scope of the contract entitling the Contractor to additional compensation, a time extension, or other relief, the Contractor must provide the notice required by this section and initiate a claim therefore in accordance with contract requirements. An order of the Procurement Officer, by virtue of being called or referred to as a "change order," does not necessarily constitute a change in the scope of the contract or in the work required under the contract. The Contractor shall not be entitled to additional compensation, a time extension, or other relief for complying with an order of the Procurement Officer if the contract otherwise requires the Contractor to perform as stated in the order.

Upon receipt of a signed written order of the Procurement Officer under this section, the Contractor shall comply with the order promptly, within the requirements of the required completion or delivery time, whether or not the Contractor signs or accepts the change order. Failure to comply with the order in a timely manner shall constitute a breach of the contract and grounds for termination for default or any other remedy available to the State.

The State may issue a unilateral order on the State's terms (including a promise to pay the Contractor a "not to exceed" ("NTE") amount) which the Contractor may then dispute in accordance with the disputes procedures of the contract. Pending resolution of such a dispute, Contractor must proceed diligently with performance of the contract as ordered by the Procurement Officer.

The terms “not to exceed” and “NTE” when used in a change order mean that the amount of the change order (whether an increase or a decrease in the contract amount) will be a reasonable amount not to exceed the amount stated.

15. BID / PROPOSAL AFFIDAVIT:

Each Bidder or offeror shall execute and attach to the bid or proposal the affidavit included with this solicitation.

16. CONTRACT AFFIDAVIT:

The successful Bidder or offeror shall execute and deliver to the Procurement Officer prior to the award of the contract the Contract Affidavit included with this solicitation. (The Affidavit also can be found at COMAR 21.07.01.25).

17. RETURNED GOODS:

Contractor(s) shall be entitled to recover reasonable compensation for any and all goods shipped in accordance with authorized agency orders, meeting all contract requirements, and returned by the agency for reasons other than the Contractor's failure to meet contract requirements. Compensation shall be limited to actual unreimbursed costs incurred by the Contractor including, but not limited to, restocking charges, shipping charges, plus reasonable profit. Contractor must provide written proof of claimed compensation. A return of goods covered by this section shall be deemed a partial termination for convenience as to the returned goods, and other contract provisions and principles applicable to a partial termination for convenience shall apply.