

**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

PARTICIPANT: Cuyahoga County, OH

This Participating Addendum (the "PA") is made this _____ day of _____, 2013 (the "PA Effective Date"), between Cuyahoga County, OH ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain WSCA contract #1907, dated March 15, 2012 (the "Contract" or "Master Service Agreement").

1.2 Participant 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 restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of 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 Contract.

Section 3. Authorized Participating Entities. Participant hereby designates Cuyahoga County, Ohio, as the only authorized Participating Entity under the Agreement.

Section 4. Purchase Orders. Participating Entity must issue purchase orders hereunder that reference both Master Service Agreement #1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Contract 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. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

Section 5. Primary Contacts.

Participant:

Name: Michael Young
Title: CTO - Cuyahoga County
Address: 1255 Euclid Avenue, 4th Floor
Cleveland, OH, 44115
Telephone: (216) 443-8066
Fax Number:
E-Mail: myoung@cuyahogacounty.us

Lead State:

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

Contractor Account Team:

Name: Rebecca Roberts
Title: GAE
Address: 45 Erieview Plaza 1360
Cleveland, OH 44114
Telephone: 2163347088
Fax Number: 8668043966
E-Mail: rr1350@att.com

Contractor Main:

Name: Twila Lively
Title: Manager, Sales Operations
Address: 2600 Camino Road
San Ramon, CA 94583
Telephone: (925) 487-9945
Fax Number: (510) 261-2155
E-Mail: twilalively@att.com

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

Section 7. Miscellaneous.

7.1 American Recovery and Reinvestment Act of 2009 ("ARRA"). Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. If and when Contractor is so notified, Contractor will comply with the data element and reporting obligations (as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829, or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Contractor will provide the required report, if any, to the Participating Entity with an invoice presented for payment. With respect to ARRA and the Agreement, Contractor is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines. Contractor assumes no responsibilities under ARRA beyond those required of a vendor.

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

7.3 Electronic Signature. CONTRACTOR AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING CUSTOMER'S SIGNATURE(S) MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. CONTRACTOR ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

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

- **WSCA Fees.** Contractor is being charged a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Order of Precedence. 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 Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Entire Agreement. The Agreement sets 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.

CUYAHOGA COUNTY, OH

Edward FitzGerald, County Executive

By: Ed FitzGerald

duly authorized

2014-01-21 09:19:54

Name: Edward FitzGerald

Title: County Executive

Date: _____

The legal form and correctness of this Contract is hereby approved:

Cuyahoga County, Ohio

Majeed G. Makhoul, Director of Law

SARAH D CAMMOCK, ASSISTANT LAW DIRECTOR

By: Sarah D Cammock

Sarah D Cammock, Assistant Director of Law

Date: 14-01-17 14:48:23

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: Mark Flistel

duly authorized

Name: MARK FLISTEL

Title: SR. CONTACT MANAGER

Date: 10/16/2013

Cuyahoga County Tablet Pricing 7.xls

Cuyahoga County Tablets

Executive Summary Data

Total Data Lines

Price

200

Wireless Equipment

One Time Price

Tablets to be procured with a separate purchase order

\$0.00

Wireless Service - No Domestic Roaming/LD Charges - No Early Termination Fee

Monthly
Recurring

Summary of Procurement

Description	Unit Cost	Number	One Time Cost	Monthly Recurring	Cost
Total					
Tablets to be procured with a separate purchase order					
Tablet Data Plan*	\$37.50	200	\$0.00	\$7,500.00	\$90,000.00
Activation Fee	\$0.00	200	\$0.00	\$0.00	\$0.00
Early Termination Charge	\$0.00	200	\$0.00	\$0.00	\$0.00
Average Monthly and Annual Data Costs			\$0.00	\$7,500.00	\$90,000.00

Pricing subject to final approval, is net of all modifiers and discounts and does not include any federally mandated charges.

Pricing is contingent on The County's authorization of a Participating Addendum (PA) off of the WSCA 3 master cooperative purchasing agreement.

*Tablet Data Plan included 5GB of data. The 5GB data pooling plan will pool data with other same devices which are also qualified to be on this plan.

Charges will not be incurred until the device is ordered. Devices can be ordered on an as needed basis over time, in any quantity,

and the device only becomes active when ordered.

It is the County's intent to procure these services for 3 years, from November 1st 2013 through October 31st 2016.

OFFER EXPIRATION - 30 November 2013

Western State Contracting Alliance (WSCA) 3 Agreement Highlights:

*No commitment, month-to-month agreement

*Subject to the terms and conditions of WSCA

*25% discount on voice & data plans

*30% discount on accessories

*No activation or termination fees on monthly recurring charge

*30 day equipment return policy (standard shipping is 2 business days; some devices charge a restocking fee)

*17% discount for all government employees on personal AT&T mobility service