

PARTICIPATING ADDENDUM

WSCA/WCC CONTRACT TO PROVIDE SATELLITE PHONES, EQUIPMENT AND SERVICES, HOSTED BY THE STATE OF UTAH – STATE COOPERATIVE CONTRACT NUMBER MA249 (“WSCA/WCC Contract MA249”)

This Participating Addendum is made as of the 17th day of September, 2008, by and between World Communication Center Inc.(WCC), whose address is 1347 N. Alma School Road, Chandler AZ 85224-2958 and the State of New Jersey, Department of Treasury, Division of Purchase and Property (“Division”) whose address is 33 West State Street, 8th Floor, PO Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all eligible public entities and cooperative purchasing members with the State of New Jersey, collectively referred to as the “State”.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2 the Director, Division of Purchase and Property (“Director”) “may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services”; and

WHEREAS, the Western States Contracting Alliance (“WSCA”) was established by fifteen (15) state purchasing directors to establish the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality goods and services. As a participant state, the State of New Jersey will enjoy the shared benefit of active participating addendums presently held under WSCA/WCC Contract MA249 by six (6) additional states: Alaska, Colorado, Idaho, Nevada, Oregon, and Utah as the host state; and

WHEREAS, WSCA permits other states to participate in its contract, and the Director has determined that it is in the State of New Jersey’s best interest to participate in the WSCA Contract to provide Satellite phones, Equipment and Services per RFP #DG7520, hosted by the State of Utah – State Cooperative Contract Number MA249 (“WSCA/WCC Contract MA249”), effective from June 1st, 2007 to May 31st, 2010 with three (3), one-year (1yr) Renewal Options; and

WHEREAS, the Director, on behalf of the State, has executed and delivered to WSCA the Cooperative Agreement for use of WSCA/WCC Contract MA249 (Exhibit A); and

WHEREAS, WCC is a vendor awarded a contract by WSCA under WSCA/WCC Contract MA249; and contract duration is through May 31, 2010 with three (3), one year (1yr) renewal options.

WHEREAS, the Director has determined that it is in best interest of the State to enter into a Participating Addendum with WCC for Satellite Phones, Equipment, and Services under WSCA/WCC Contract MA249; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, the parties to this Participating Addendum hereby agree as follows:

1. Term:

The term of this Addendum shall be effective from the date first written above (contract commencement date) through May 31, 2010, with three (3), one year (1yr) renewal options unless earlier terminated. The State reserves the right, in its sole discretion, to extend this contract pursuant to any extension of WSCA/WCC Contract MA249 under the same terms and conditions as this Participating Addendum.

2. Scope of Services:

- a. WCC shall provide to the State and its Cooperative Purchasing Partners¹ the services and products set forth in Attachment A, Addendum 1, Section F in the Master Price Agreement for WSCA/WCC Contract MA249 ("Master Price Agreement") at the pricing, terms and conditions therein set forth under WSCA/WCC Contract MA249 and the terms and conditions specifically set forth in this Participating Addendum.
- b. The State reserves the right to add additional product, in the event of product discontinuation, and/or as it deems appropriate, via a written amendment to this Addendum, at the same pricing, terms and conditions as those set forth in the Master Price Agreement for the respective product.

3. Compensation and Ordering:

- a. Pricing shall be at the terms set forth in the Master Price Agreement under the WSCA/WCC Contract MA249.
- b. The State shall make all payments to WCC under the provisions of the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq.
- c. All orders and payment will be issued directly to World Communication Center Inc.(WCC).
- d. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Participating Addendum.

4. Primary Contacts:

The primary participating entity contacts for this participating addendum are as follows:

Name: Alice K. Small, Acting Director

Participating Entity Name: New Jersey Division of Purchase and Property,
Department of the Treasury

Address: 33 W. State Street, P.O. Box 230, Trenton, NJ 08625-0230

Telephone: (609) 292-4886

Fax: (609) 984-2575

E-mail:alice.small@treas.state.nj.us

¹ Legislatively established program through which the State extends specific State contracts to eligible local buying units, which are municipalities, counties, school districts, volunteer fire departments, volunteer first aid and rescue squads, county and state colleges, independent authorities, quasi-state agencies, and independent institutions of higher education.

Name: William Kelly, Contract Manager
Participating Entity Name: New Jersey Office of Homeland Security and Preparedness
Address: 1200 Negron Drive, P.O. Box 091, Hamilton, NJ 08625-0091
Telephone: (609) 584-4179
Fax: (609) 631-4916
E-mail: William.Kelly@ohsp.state.nj.us

Name: James Ballard, Buyer
Participating Entity Name: New Jersey Division of Purchase and Property, Department of the Treasury
Address: 33 W. State Street, P.O. Box 230, Trenton, NJ 08625-0230
Telephone: (609) 292-3019
Fax: (609) 633-3634
E-mail: james.ballard@treas.state.nj.us

The primary Contractor contact for this participating addendum is as follows:

Name: Curtis Patterson
Contractor: World Communication Center Inc.
Address: 1347 N Alma School Rd, Suite 150, Chandler, AZ, 85224
Telephone: (P) 480 857-6656 ~ 800 211-2575 ext. 203
Fax: (F) 480 857-6898 ~ 866 422-0273
E-mail: curtis.patterson@wccip.com

All orders are to be issued directly to:

World Communication Center Inc.(WCC)
1347 N. Alma School Road
Chandler, AZ 85224-2958

And all payments are to be issued to:

World Communication Center Inc.(WCC)
1347 N. Alma School Road
Chandler, AZ 85224-2958

5. Miscellaneous:

- a. This Participating Addendum and any and all litigation arising there from or related thereto shall be brought in State court in the State of New Jersey and governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.
- b. All publicity and/or public announcements pertaining to this Participating Addendum shall be approved by the State prior to release.
- c. To the extent that any of the services and products to be supplied under the terms of this Participating Addendum are provided by any third party other than WCC or an affiliate under a subcontract or other arrangement with WCC such services, which include, by

way of example but not limitation, delivery, installation, repair, maintenance and other services, shall be provided, if feasible, by companies whose home office is located in New Jersey. WCC further agrees to make a good faith effort to meet New Jersey's small business set-aside goals as required pursuant to N.J.A.C. 17:13-1 et seq. and Executive Order 71 promulgated by Governor James E. McGreevey. In such event, pricing shall remain as provided under the Master Pricing Agreement and WCC shall remain responsible for the products and services.

- d. WCC will supply quarterly reports covering purchases under this agreement in a format mutually agreed to by the parties
- e. The following are New Jersey procurement requirements that WCC agrees to fulfill prior to the Commencement Date:
 - i. New Jersey Business Registration (N.J.S.A. 52:32-44);
 - ii. Ownership Disclosure (N.J.S.A. 52:25-24.2);
 - iii. Executed MacBride Principles (N.J.S.A. 52:34-12.2);
 - iv. Executed Notice of Set-Off for State Tax (N.J.S.A. 54:49-19);
 - v. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et seq.);
 - vi. Services Source Disclosure Certification (N.J.S.A. 52:34-13.2);
 - vii. Vendor Certification (P.L. 2005, c.271);
 - viii. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et seq.)
 - ix. New Jersey Form AA-302 Affirmative Action Employee Information Report; or New Jersey Affirmative Action Certificate; or Federal Affirmative Action Approval Letter.
- f. The New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.26 et seq.) is made a part of this Participating Addendum. WCC guarantees that it has not been suspended or debarred by the Commissioner, New Jersey Department of Labor and Workplace Standards for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; WCC also guarantees that it will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- g. This Participating Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties and supersede 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 Participating Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master 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 the Participating Addendum and the Price Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. In the event of any conflict between the terms of the Participating Addendum and this Master Price Agreement, the terms of the Participating Addendum shall prevail.
- h. No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver

of a breach by the other whether expressed or implied, shall not constitute a consent to waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.

1. This Participating Addendum may not be amended or modified except by written agreement executed by authorized representatives of each party.
2. The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.

IN WITNESS WHEREOF, authorized representatives of WCC and the State have executed this Participating Addendum to be effective the day and year first written above.

State of New Jersey
Department of Treasury, Division of
Purchase and Property

Alice K. Small

Name: Alice K. Small
Title: Acting Director, Division
Date: 9/19/08

Approved as to Form:
Anne Milgram
Attorney General of the
State of New Jersey

By: _____
Assistant Attorney General
Date: _____

World Communication Center Inc.

Yvonne W. Watters
Name: Yvonne M. Martinez
Title: General Manager
Date: 9/22/08