

**PARTICIPATING ADDENDUM
NASPO ValuePoint**

For Wireless Communication & Equipment

**Between the State of Minnesota ("Participating Entity or State") and
AT&T Mobility National Accounts, LLC ("Contractor"),
as the service providing affiliate of AT&T Corp.**

NASPO ValuePoint Contract No. 1907 ("NASPO ValuePoint Contract")

State of Minnesota Participating Addendum/Contract No. 138528

Recitals: Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract #1907, dated March 15, 2012, as amended (the "Master Service Agreement"). The State desires to obtain the services and goods available under the Master Services Agreement and has agreed to the terms of this Participating Addendum (the "Contract" or the "PA") in order to participate in under the Master Services Agreement.

1. **Scope:** The State of Minnesota and Cooperative Purchasing Venture Program members, as defined in the attached Minnesota Exhibit A, may purchase the products and/or services available in the Participating Addendum. The Participating Addendum is not a purchase order, nor does it guarantee any purchases will be made.
2. **Changes:** The additional terms and conditions contained in Minnesota Exhibit A, which is attached and made part of the Participating Addendum. In the event of a conflict between the terms contained within The State of Minnesota Participating Addendum, including all Exhibits attached hereto and made a part hereof, and the NASPO ValuePoint Master Agreement, the Participating Addendum shall prevail. In the event that any provision of the Participating Addendum or NASPO ValuePoint Master Price Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law.

Contractor may not increase prices for Services provided under this Participating Addendum. Other changes under the NASPO Value Point Master Agreement including, without limitation, price reductions and the addition of new services, are automatically effective upon notice to the State following approval by the Lead State.

3. **State's Authorized Representative and Primary Contact:** The State's Authorized Representative and the primary contact individual for the Participating Addendum is identified below. All notifications to the State shall be in writing and addressed as follows:

Name: Jeff Colonna or successor
Title: Acquisition Management Specialist/Buyer
Address: Minnesota Department of Administration
Office of State Procurement
50 Sherburne Ave., 112 Administration Bldg.
St. Paul, MN 55155
Telephone: 651.201.2449
Fax: 651.297.3996
E-mail: jeff.colonna@state.mn.us

4. **Minnesota Exhibit B is attached to this Participating Addendum and incorporated and is subject to** Section 1.3 titled "Additional Products" and Section 1.4 titled "Sales Information" in Attachment AA.
5. **Authorized Signature:** The Participating Addendum must be fully and properly executed by an officer or other authorized representative of the Contractor. If the Contractor is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the Contractor is a partnership, a letter of authorization should be furnished signed by one of the general partners. Proof of authority of the person signing the response must be furnished upon request.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire PA between the Contractor and the State:

- The Minnesota Participating Addendum, including all Exhibits incorporated herein
- The NASPO ValuePoint Master Agreement Contract No. 1907
- Special T&C's Attachment AA – Applicable Licensing Agreement and other service terms
- The NASPO ValuePoint/Nevada Solicitation Attachment BB
- Contractor's NASPO ValuePoint/Nevada Solicitation Response Attachment CC
- Any individual order placed on the Contract by a Participating Entity

In the event of a conflict in language among any of these documents, the terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor, the terms and conditions set forth and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions. No terms or conditions of the Contractor's proposal will be construed to modify, diminish, or derogate the terms and conditions of this Participating Addendum.

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

<p>1. AT&T MOBILITY NATIONAL ACCOUNTS, LLC</p> <p>The Contractor certifies that the appropriate person(s) have executed this Participating Addendum on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u>[Signature]</u> Signature <u>Linda J. Collingham</u> Printed Name Title: <u>Sr. Contract Manager</u> Date: <u>3/23/18</u></p>	<p>2. STATE OF MINNESOTA OFFICE OF STATE PROCUREMENT</p> <p>In accordance with Minn. Stat. § 16C.03, Subd. 3.</p> <p>By: <u>[Signature]</u> Title: <u>Acquisition Management Specialist</u> Date: <u>4/27/2018</u></p> <p>3. STATE OF MINNESOTA COMMISSIONER OF ADMINISTRATION</p> <p>Or delegated representative.</p> <p>By: <u>Original signed</u> Date: <u>APR 27 2018</u></p> <p>By Lucas J. Jannett</p>
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Minnesota Exhibit A

Minnesota General Terms, Conditions, and Specifications

1. DEFINITIONS.

- **"Participating Addendum" and/or "PA"** is defined as this agreement between Contractor and The State of Minnesota and any other documents incorporated by reference,
- **"Contractor"** means the vendor entity that, along with NASPO, is a party to the Contract and that performs services and/or provides goods for WSCANASPO under the Contract.
- **CPV Members.** The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities" with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contractor agrees to provide the PA to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.
- **OEM.** Is defined as the Original Equipment Manufacturer (OEM) of any equipment or accessory offered.
- **Participating Entities or Participants.** This term applies to any State Agency or CPV Member when allowed to utilize this Participating Addendum.
- **Point of Contact.** Is defined as the Contractor's Account and Technical Representatives.
- **State Agencies.** This term applies only to Minnesota State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.
- **State and State of Minnesota.** These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Participating Addendum.
- **Third Parties.** Is defined as subcontractors providing service on behalf of the Contractor under this Participating Addendum.

2. **EFFECTIVE DATE and Participating Addendum ("PA") PERIOD.** The PA term will begin on December 1, 2017, or on the date of final execution, whichever is later, through June 30, 2019.
3. **STATE AUDITS** (Minn. Stat. § 16C.05, Subd. 5). The books, records, documents, and accounting procedures and practices of the Contractor that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction. Contractor will provide each Participating Entity with reasonable access to Contractor's books and records related to the corresponding Participating Entity's payments and participation in the Contract.

The State reserves the right to authorize delegate(s) to audit this PA and transactions.

4. **ANTITRUST.** The Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Participating Addendum resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.

5. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.**

5.1 **General Indemnity.**

Contractor shall indemnify, protect, save and hold harmless the State, and the Indemnified Parties, defined below, from any and all claims or causes of action brought by a third party, including all reasonable legal fees incurred by the State arising from the negligent performance of the Contract by the Contractor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's failure to fulfill its obligations pursuant to the Contract.

For clarification and not as a limitation, the Contractor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government. The State, the Participating Entities, and/or their respective employees, officers and agencies and the entities identified in the immediately preceding two sentences are collectively the "Indemnified Parties".

5.2 **Limitation of Liability**

The State agrees that Contractor, its officers, directors, affiliates and its and their employees shall not be liable to any of the Indemnified Parties for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$2,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, proximately caused by the Contractor's negligence; provided, however, that such damages shall be limited to proven direct damages. Additionally, the limitation of liability set forth in this paragraph shall not apply to Contractor's obligations with respect to intellectual property infringement claims set forth in Paragraph 21 hereof.

Contractor will not be liable for and the indemnification obligations set forth in this Paragraph 5 shall not apply to any claims, causes of action, damages, (including, without limitation reasonable fees and expenses) caused by or resulting from the negligence or willful misconduct of any of the Indemnified Parties. Additionally, the Contractor will not be liable for inability of users to access 911 or E911 service.

In no event shall either Contractor, WSCA, the Lead State and/or any and all Participating Entities or any of the Indemnified Parties be liable for any indirect, special, consequential, incidental, or punitive damages, including, without limitation, damages for lost profits or revenues, however caused, which are incurred by the other party and which arise out of any act or failure to act relating to this agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages.

6. **INSURANCE.** If applicable, prior to execution of the Participating Addendum, the Contractor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in this Participating Addendum.
7. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

8. GOVERNMENT DATA PRACTICES. To the extent applicable to the scope of services provided hereunder, the Contractor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contractor and all data provided to the State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the PA that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch). Other than billing records, Contractor does not currently anticipate having access to data or use of data in the manner contemplated in the immediately preceding sentence.

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the State. Notwithstanding the foregoing, the State acknowledges and agrees that the Contractor may be subject to specific legal and regulatory requirements pertaining to the protection and release of data referred to in this Section 8.

9. RISK OF LOSS OR DAMAGE. See Attachment AA of the NASPO Master Service Agreement.

10. GOVERNING LAW. The Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.

11. JURISDICTION AND VENUE. The Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. The Contract Vendor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of the Contract, or any breach thereof.

12. HUMAN RIGHTS/AFFIRMATIVE ACTION. The State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contractors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contractor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contractor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contractor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

- b. Minn. Stat. § 363A.36, subd. 1 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (i) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (ii) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (iii) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (iv) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (v) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
 - f. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for

noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

13. EQUAL PAY CERTIFICATION. If the Contract could be in excess of \$500,000, the Contractor must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A Contractor is exempt if it has not employed 40 or more full-time employees on any single working day during the previous twelve (12) months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

14. PAYMENT. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The Participating Entity is not required to pay the Contractor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Participating Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the PA and the ordering document and be accepted as satisfactory by the Participating Entity before payment will be issued.

Conditions of Payment. All goods and services provided by the Contractor under this PA must be delivered and performed in accordance with the PA and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State.

15. Equipment and Accessories:

For purchases for equipment and accessories only, State agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are not required to submit an ST3 form to their suppliers. See [website at http://www.revenue.state.mn.us/Forms and Instructions/st3.pdf](http://www.revenue.state.mn.us/Forms%20and%20Instructions/st3.pdf)

Wireless Data/Voice Services:

The Contractor will charge applicable sales tax on purchase orders for the wireless data/voice services issued from this Contract. The State's Direct Pay Permit will not apply for data/voice service orders issued from this Contract.

16. PURCHASE ORDERS (PO).

Purchase Orders. Participating Entity (ies) 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.

17. PURCHASING CARDS. Contractor will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase limit is \$5,000 on the purchasing card.

18. SHIPPING REQUIREMENTS. See Section 17 of the NASPO Master Service Agreement titled "Delivery".

- 19. DEFAULT.** Subject to the notice and cure provisions of Section 21.2 of the NASPO Master Service Agreement, back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, and purchase elsewhere.
- 20. ASSIGNMENT.** The State may suspend use of this PA if assignment is made to an entity with whom the State is prohibited by law or policy from transacting business; the suspension may continue until the cause for the prohibition is cured, or until this PA is no longer in effect, whichever occurs first.
- 21. INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contractor, at its own expense, shall indemnify, defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of a claim alleging that a Service or Device provided to the State by the Contractor under this PA infringes any patent, trademark, copyright, trade secret or any other proprietary right of a third party. In the event of any such claim by a third party against the State, the State shall promptly notify the Contractor.

If such a claim has occurred, or in the Contractor's opinion is likely to occur, the Contractor shall, at its option, either procure for the State the right to continue using the materials or products or provide replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the affected materials or products to the Contractor, upon written request of the Contractor and at the Contractor's expense. This remedy is in addition to any other remedy provided by law.

Notwithstanding anything to the contrary in this Paragraph 21, the Contractor shall have no obligation under this Paragraph 21, to the extent that the claimed infringement arises out of or results from: (a) the State's or any of users authorized by the State's content; (b) modifications to the Contractor's services provided under this Contract, by the State or other users authorized by the State or combinations of the services with services not provided by the Contractor; (c) Contractor's adherence to requirements issued by the State or other users authorized by the State; and (d) use of a service or device in violation of this Contract.

- 22. PARTICIPATING ADDENDUM AMENDMENTS.** Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contractor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contractor and the State as required by law.
- 23. TERMINATION OF THE PARTICIPATING ADDENDUM.** See Section 21.3 and 21.4 of the NASPO Master Service Agreement.
- 24. ADMINISTRATIVE PERSONNEL CHANGES.** After execution of this Participating Addendum the State must be notified of intended changes in the Contractor's administrative personnel as soon as practicable.
- 25. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the PA prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Office of State Procurement.

The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the PA without the prior written consent of the State's Assistant Director or designee of the Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

26. AMERICANS WITH DISABILITIES ACT (ADA). Products provided under the Contract must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the Customer can assume the product meets or exceeds the ADA requirements.

27. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards are not applicable for installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

28. MINNESOTA REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. On a quarterly basis, the Contractor shall return to the Department of Administration, Office of State Procurement, a fee of **1%** (**01** multiplication factor) of the Total Wireless Spend* during that quarter, to assist with the cost of administering the Participating Addendum. The administrative fee shall be remitted to the State within 30 days of the end of the quarter, or as soon as practicable thereafter. The report shall be remitted to the State within 30 days of the end of the quarter, or as soon as practicable thereafter see table below for remittance schedule. See Section VII of the Special Terms and Conditions for additional reporting requirements.

Report & Remittance Schedule

Quarter Dates	Reporting Date	Payment Date
January 1st - March 31st	April 30th or next business day or as soon as practicable thereafter	April 30th or next business day, or as soon as practicable thereafter
April 1st - June 30th	July 30th or next business day or as soon as practicable thereafter	July 30th or the next business day, or as soon as practicable thereafter
July 1st - September 30th	October 30th or next business day or as soon as practicable thereafter	October 30th or the next business day, or as soon as practicable thereafter
October 1st - December 31st	January 30th or next business day or as soon as practicable thereafter	January 30th or the next business day, or as soon as practicable thereafter

* **Total Wireless Spend** means, with respect to the Administration Fee, the total amount of the charges set forth on the invoices sent by Contractor to Participating Entities under the Participating Addendum, less taxes and surcharges.

29. SEVERABILITY. See Section 29 of the NASPO Master Service Agreement titled "Severability."

30. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE. In accordance with Minn. Stat. § 16A.40 the Contractor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.

31. COPYRIGHT. See Section 32 of the NASPO Master Service Agreement titled "Patents, Copyrights, etc."

32. SURVIVABILITY. The following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting PA(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Minnesota Reporting Requirements and Administrative Fees. Software licenses, warranty, maintenance agreements and service agreements that were entered into under the terms and conditions of the PA shall survive the expiration or termination of this PA.

33. [RESERVED.]

34. IT ACCESSIBILITY STANDARDS. Contractor acknowledges and is fully aware of the accessibility requirements of Minnesota Statutes section 16E.03 and the State of Minnesota Accessibility Standards – available online at https://mn.gov/mnit/images/Std_State_Accessibility.pdf or <http://mn.gov/oet/> – that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level 'AA'. The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. For all websites, training or any of the technologies made available through this PA, the Contractor agrees to ensure functionality which supports accessibility. If commercially available and upon request, the Contractor or is to furnish a Voluntary Product Accessibility Template (VPAT) for product available on the PA. <https://mn.gov/mnit/programs/accessibility/it-procurement.jsp>

35. E-VERIFY CERTIFICATION. For services in excess of \$50,000, the Contractor certifies that as of the date of services performed on behalf of the State, the Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minnesota Statutes Section 16C.075. The Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on OSP website <http://www.mmd.admin.state.mn.us/doc/EveryfySubCertForm.doc>

All subcontractor certifications must be kept on file with the Contractor and made available to the State upon request.

36. HAZARDOUS SUBSTANCES. See Section 18 of the NASPO Master Service Agreement titled "Hazardous Chemical Information."

37. SUBCONTRACTOR PAYMENT (When Applicable). In accordance with Minn. Stat. § 16A.1245, the Contractor shall, within ten (10) days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action.

The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the PA. In the event the Contractor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier for undisputed services. If there are no remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

- 38. SOFTWARE AND LICENSING AGREEMENTS.** If any term in a license agreement, maintenance agreement, or other document, pertinent to the products and/or services available under this Participating Addendum, conflicts with a term in the Master Contract or this Participating Addendum, or is contrary to applicable laws or policies, that term is hereby waived and unenforceable.
- 39. TAXPAYER IDENTIFICATION:** The Contractor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at <https://mn.gov/mmb/accounting/swift/vendor-resources/vendor-forms/>
- 40. STATE'S NON-INDEMNIFICATION.** Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contractor, Contractor's subcontractors, or Contractor's agents. This shall extend to all agreements related to the subject matter of this PA, and to all terms subsequently added, without regard to order of precedence.
- 41. NO MANDATORY MEDIATION OR ARBITRATION.** Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law.
- 42. DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES, OR POLITICAL SUBDIVISIONS.** Contractor, to the best of our knowledge, certifies that neither it's **not** presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.
- 43. FEDERAL FUNDS.** See Section 36 of the NASPO Master Service Agreement titled "Federal Funding."
- 44. MINNESOTA LAW.** The State only agrees to the terms and conditions of the PA to the extent permitted by Minnesota law. Notwithstanding any other term in the PA, the PA shall not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to the PA or afforded to the State by Minnesota law.
- 45. STATE'S RIGHTS AND REMEDIES CUMULATIVE.** See Section 22 of the NASPO Master Service Agreement titled "Remedies Non-Exclusive."
- 46. SUPPLY CHAIN SECURITY.** Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

a. Security Practices and Preventive Controls

The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State goods, including goods intended to be but not yet delivered to the State, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security").

Contractor must maintain certification/accreditation in a recognized supply chain security program and comply with that program's security standards for all orders sourced from the Contract/Agreement. Recognized supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State's Office of MN.IT Services ("MN.IT") and the State of Minnesota, Department of Administration's Office of State Procurement ("OSP"). Within thirty (30) days following the effective date of this Contract/Agreement or the amendment adding this Section, whichever is later, Contractor must provide to OSP and MN.IT written verification of its

certification/accreditation in a recognized supply chain security program. Contractor will promptly notify OSP and MN.IT of any change to its certification/accreditation.

Alternatively, if Contractor is not certified/accredited in a recognized supply chain security program or loses its certification/accreditation, Contractor must complete a MN.IT security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to MN.IT's satisfaction.

b. Notification of Supply Chain Security Breach

Contractor will promptly notify OSP, MN.IT, and the purchasing entity, if different from MN.IT, of any breach of supply chain security involving State goods, including goods intended to be but not yet delivered to the State. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.

c. Return/Rejection of Goods Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or the State in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with or damaged, the State may reject delivery of those goods and/or return any of those goods already delivered. Breach of supply chain security has the meaning described in the preceding Subsection "Notification of Supply Chain Security Breach." Rejection of delivery or return of goods shall be solely the responsibility and at the cost and expense of the Contractor.

The State may sanitize or destroy components of the goods prior to returning the goods to Contractor, or instruct Contractor to promptly sanitize or destroy goods upon their return. Following the completion of any such sanitization or destruction by Contractor, and at any other time as requested by MN.IT, the Contractor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to MN.IT, if requested, within one month following the return of the goods.

At no additional expense to the State, Contractor must provide within a reasonable time frame, which shall be no longer than the original delivery time frame for the affected goods, replacement goods for any goods that were rejected at delivery or returned due to a supply chain security breach. Any costs and expenses associated with removal or replacement of the goods, including sanitization and destruction costs and expenses, will be the responsibility of the Contractor.

d. Return of Goods under Warranty, Service or End of Life Agreement

The State may sanitize or destroy components of previously accepted goods prior to returning such goods to Contractor, or instruct Contractor to promptly sanitize or destroy goods upon their return when the State returns goods for any reason consistent with the Contract, such as warranty claims, return policies, service requests or end of life services. Following the completion of any such sanitization or destruction by Contractor, and at any other time as requested by MN.IT, the Contractor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to MN.IT, if requested, within one month following the return of the goods

47. [RESERVED]

48. CERTIFICATION OF NONDISCRIMINATION (In accordance with Minn. Stat. § 16C.053). The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

State of Minnesota - Equal Pay Certificate

If your Contract could be in excess of \$500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.** Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or email at compliance.MDHR@state.mn.us.

Option A – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

☐ Attached is our current MDHR Equal Pay Certificate.

☐ Attached is MDHR's confirmation of our Equal Pay Certificate application.

Option B – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

☐ We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Organization _____ MN/Fed Tax ID: _____

Issuing Entity _____ Project # or Lease Address: _____

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT

TAXPAYER IDENTIFICATION

The identification number may be used in the enforcement of federal and State tax laws which could result in action requiring the Contractor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: AT&T Mobility National Accounts LLC

Address: PO Box 105068

Atlanta, GA 30348-5068

Minnesota SWIFT Vendor Registration Number: **00002811822**

If you are not registered as a vendor to the State in the SWIFT Procurement System, you must register online at

<http://www.mmb.state.mn.us/vendorresources>.

(Note: If approved, you will receive your SWIFT vendor number two business days after you register.)

Are you a sole proprietorship? ☐ Yes ☒ No

Are you an independent contractor? ☐ Yes ☒ No

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT**

SERVICE AND DELIVERY

Service and delivery are important requirements for all State contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Office of State Procurement, 112 Administration Building, St. Paul, MN 55155.

Any Contractor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting PA shall be accepted by the Contractor without the approval of the Acquisition Management Specialist (AMS). The Contractor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	<u>Jamie Bogle</u>	TITLE:	<u>Client Solutions Support</u>
TELEPHONE			
NUMBER:	<u>715-551-0030</u>	FAX NUMBER:	<u>N/A</u>
TOLL FREE			
NUMBER:	<u>N/A</u>	E-MAIL:	<u>Jb630s@att.com</u>

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	<u>Dawn Milbrath</u>	TITLE:	<u>Sales Manager</u>
TELEPHONE			
NUMBER:	<u>715-571-0076</u>	FAX NUMBER:	<u>N/A</u>
TOLL FREE			
NUMBER:	<u>N/A</u>	E-MAIL:	<u>Dm653p@att.com</u>

ORDER ADDRESS:

STREET/PO BOX:	<u>N/A</u>		
CITY/STATE:	<u>N/A</u>	ZIPCODE:	<u>N/A</u>
TELEPHONE			
NUMBER:	<u>N/A</u>	FAX NUMBER:	<u>N/A</u>
TOLL FREE			
NUMBER:	<u>N/A</u>	E-MAIL:	<u>StateofMNContract@att.com</u>

REMIT-TO ADDRESS:

STREET/PO BOX:	<u>PO Box 6463</u>		
CITY/STATE:	<u>Carol Stream, IL</u>	ZIPCODE:	<u>60197-6463</u>
TELEPHONE			
NUMBER:	<u>N/A</u>	FAX NUMBER:	<u>N/A</u>
TOLL FREE			
NUMBER:	<u>N/A</u>	E-MAIL:	<u>N/A</u>

Minnesota Exhibit B -- Special Terms and Conditions

SECTION I: WIRELESS & DATA SERVICES

1. **EXISTING PHONE RETENTION:** In the case of Participating Entities with existing wireless equipment meeting system compatibility, Participating Entities may convert the existing equipment to the Contractor's service resulting from this PA provided their equipment is compatible with Contractor's technology. The Contractor may not charge for the conversion retention, with the exception that Participating Entities may request that the Contractor remove any carrier specific restrictions on a device.
2. **BLOCKING DOWNLOADS OF THIRD PARTY APPLICATIONS (APPS):** All handheld devices must have the ability to restrict or block downloads of any apps offered by the Contractor and/or third parties.
3. **Custom Offers.** Provided the Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §3 (including all sub-sections and Tables), Contractor will provide the Participating Entity and its eligible users (referred to throughout this document as "CRUs") the following custom offers: (a) the activation credit described in §3.1 herein (the "Activation Credit"); (b) the recurring credits described in §3.2 herein (the "Recurring Credits"); (c) the custom pooled Plans described in §3.3 herein (the "GOV Pooled Nation Plans"); (d) the custom integrated Plans described in §3.4 herein (the "Custom Integrated Plans"); (e) the custom equipment pricing described in §3.5 herein (the "Custom Equipment Offer"); (f) the shipping fees waiver described in §3.6 herein (the "Waiver of Shipping Fees"); (g) activation fees waiver described in §3.7 herein (the "Waiver of Activation Fees"); (h) termination fee waiver described in §3.8 herein (the "Waiver of Termination Fees"); (i) the upgrade fees waiver described in §3.9 herein (the "Upgrade Fee Waiver"); and (j) the custom business national flat rate plan described in §3.10 herein (the "Custom Business National Flat Rate Plan"). (the Activation Credit, the Recurring Credits, the GOV Pooled Plans, the Custom Integrated Plans, the Custom Equipment Offer, Waiver of Shipping Fees, Waiver of Activation Fees, the Waiver of Termination Fees, the Upgrade Fee Waiver, and the Custom Business National Flat Rate Plan are, at times, referred to collectively herein as the "Custom Offers"). Except as otherwise stated below, 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 under this Participating Addendum are available only to CRUs. In accordance with the Agreement, each of the Custom Offers is subject to its underlying Plan's or 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 §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, the Custom Offers will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom Offers are not eligible for any other discounts, rebates or promotions otherwise available to Participating Business's CRUs.

3.1 Activation Credit. An Activation Credit is only available to the Participating Entity's CRUs who (a) activate new Service on a two (2) year commitment term on the corresponding, qualified Plan(s) within the first ninety (90) days following the PA Effective Date, and (b) remain on Service under such Plan(s) continuously through the date on which the Activation Credit is applied. No other CRU is eligible for an Activation Credit. CRUs activating new Service after this 90-day period will not be eligible to receive the Activation Credit. Activation Credits may not be combined with any other offers or activation credits. Each Qualified CRU may not receive more than one Activation Credit. An Activation Credit may take up to two billing cycles to appear on the applicable invoice.

**TABLE 3.1
ACTIVATION CREDITS**

PLAN	CREDIT
Voice Service Plan with a Monthly Service Charge (MSC) of \$15.99 or higher or a Data Connect Plan with an MSC of \$50.00 or higher	\$50.00
Voice Service Plan with an MSC of \$15.99 or higher when combined with a Wireless Data Service Plan with an MSC of \$45.00 or higher and maintained on the same device	\$100.00

3.2 Recurring Credits. Recurring Credits are provided each month and are only available to the Customer'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 3.2
Recurring Credits**

Plan/Feature	Monthly Recurring Credits	Net Pricing
1MB Business Connect with a MSC of \$5.00	\$0.35	\$3.49
5MB Business Connect with a MSC of \$7.00	\$1.01	\$4.49
25MB Business Connect with a MSC of \$10.00	\$2.68	\$5.49
50MB Business Connect with a MSC of \$15.00	\$2.68	\$9.24
150MB Business Connect with a MSC of \$18.00	\$2.68	\$11.49
20MB Business Connect with a MSC of \$29.99	\$2.68	\$20.48
250MB Business Connect with a MSC of \$20.00	\$2.68	\$12.99
1GB Business Connect with a MSC of \$25.00	\$2.68	\$16.74
5GB Business Connect with a MSC of \$50.00	\$2.68	\$35.49
10GB Business Connect with a MSC of \$80.00	\$2.68	\$57.99
20GB Business Connect with a MSC of \$150.00	\$2.68	\$110.49
Unlimited DataConnect (throttle) with a MSC of \$50.00	\$17.02	\$32.98
Unlimited DataConnect (non-throttle) with a MSC of \$69.99	\$19.35	\$37.98
5GB DataConnect Plan with a MSC of \$50.00	\$6.01	\$32.99
Enhanced Push to Talk Add on Feature with a MSC of \$5.00	\$2.00	\$3.00
Enhanced Push to Talk Rate Plan with a MSC of \$19.99	\$9.99	\$10.00
Enhanced Push to Talk Rate Plan on Feature Phone with a MSC of \$30.00	\$7.36	\$16.98

3.3 GOV Pooled Nation Plans. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&T's Business Pooled Nation Sales Information apply to the GOV Pooled Nation Plans.

TABLE 3.3

GOV POOLED NATION PLANS*

	GOV Pooled Nation AAL Plan	GOV Pooled Nation Plan 100	GOV Pooled Nation Plan 300	GOV Pooled Nation Plan 400	GOV Pooled Nation Plan 600	GOV Pooled Nation Plan 1000	GOV Pooled Nation Plan 6000
Monthly Service Charge	\$13.98	\$18.99	\$20.49	\$26.99	\$35.99	\$46.99	\$151.74
Anytime Minutes	0	100	300	400	600	1000	6000
Overage Rate	\$0.25/min	\$0.25/min	\$0.25/min	\$0.25/min	\$0.25/min	\$0.25/min	\$0.25/min
Included Nights & Weekend Minutes	5000	5000	5000	5000	UNLIM	UNLIM	UNLIM
Included Mobile to Mobile Minutes	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM
Domestic Long Distance	Included	Included	Included	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included	Included	Included	Included

Only up to 4 GOV Pooled Nation Plans may be used on a Foundation Account Number (FAN)

3.4 Custom Integrated Plans. The Custom Integrated Plans are only available to existing customers and CRUs activating new Service. The Custom Integrated Plans are NOT eligible for the MSC Service Discount, any other discount provided under this Agreement (other than the Custom Offers listed), nor any other discounts or promotions otherwise available to Contractor's customers.

**TABLE 3.4.1
CUSTOM INTEGRATED PLAN**

	GOV Pooled Nation AAL Plan	GOV Pooled Nation 300 Plan	GOV Pooled Nation 400 Plan	GOV Pooled Nation 600 Plan	GOV Pooled Nation 1000 Plan	Unlimited Data/Voice /Text
Monthly Service Charge	\$33.98	\$44.99	\$47.60	\$58.99	\$70.99	\$77.24
Anytime Minutes	0	300	400	600	1000	Unlimited
Voice Overage Rate	\$0.25/min	\$0.25/min	\$0.25/min	\$0.25/min	\$0.25/min	Unlimited
Included Nights & Weekend Minutes	5000	5000	5000	Unlimited	Unlimited	Unlimited
Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included	Included	Unlimited
Domestic Roaming	Included	Included	Included	Included	Included	Unlimited
Monthly Service Charge Discount	N/A	N/A	N/A	N/A	N/A	N/A
Included Domestic Data Access	UNL	UNL	UNL	UNL	UNL	UNL
Additional Domestic Data Usage	N/A	N/A	N/A	N/A	N/A	N/A
Unlimited Text	Yes	Yes	Yes	Yes	Yes	Yes

TABLE 3.4.2

CUSTOM INTEGRATED PLAN / with tethering

	GOV Pooled Nation AAL Plan	GOV Pooled Nation 300 Plan	GOV Pooled Nation 400 Plan	GOV Pooled Nation 600 Plan	GOV Pooled Nation 1000 Plan	Unlimited Data/Voice /Text
Monthly Service Charge	\$43.98	\$54.99	\$57.60	\$68.99	\$80.99	\$87.24
Anytime Minutes	0	300	400	600	1000	Unlimited
Voice Overage Rate	\$0.25/min	\$0.25/min	\$0.25/min	\$0.25/min	\$0.25/min	Unlimited
Included Nights & Weekend Minutes	5000	5000	5000	Unlimited	Unlimited	Unlimited
Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included	Included	Unlimited
Domestic Roaming	Included	Included	Included	Included	Included	Unlimited
Monthly Service Charge Discount	N/A	N/A	N/A	N/A	N/A	N/A
Included Domestic Data Access	UNL	UNL	UNL	UNL	UNL	UNL
Additional Domestic Data Usage	N/A	N/A	N/A	N/A	N/A	N/A
Unlimited Text	Yes	Yes	Yes	Yes	Yes	Yes

3.5 Custom Equipment Offer. The Custom Equipment Offer (a) requires activation with new two (2) year Service or existing CRUs; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to Participants including, without limitation, the standard Equipment Discount set forth in the Agreement; (d) is not available through a separate Data Solutions Provider; and (e) remains subject to availability limitations.

Table 3.5
Custom Equipment Offer

CUSTOM EQUIPMENT OFFER	PRICE*	CONDITIONS
DURAXE (E4710) B470	\$0.99	Must be activated with new Service on a Voice Service Plan with a List MSC of \$15.99 or higher
iPhone SE 32GB iPhone 6s 32GB DURAFORCE XD (E6790) 16GB DURAFORCE PRO (E6820) 32GB GALAXY S7 B (SM-G930A) 32GB GALAXY S7 G (SM-G930A) 32GB	\$0.99	Must be activated with new Service on a Voice Service Plan with an MSC of \$15.99 or higher, together with a Wireless Data Service Plan with a List MSC of \$45.00 or higher on the same device
iPhone 7 32GB	\$99.99	Must be activated with new Service on a Voice Service Plan with an MSC of \$15.99 or higher, together with a Wireless Data Service Plan with a List MSC of \$45.00 or higher on the same device
AT&T Unite Explore (AC8155) AT&T Velocity USB Stick Velocity (MF923)	\$0.99	Must be activated with new Service on a DataConnect Plan with a List MSC of \$50.00 or higher or a 150MB Business Connect Plan with an MSC of \$18.00 or higher on the same device

*Applicable Taxes will be charged, even for devices listed at \$0.00.

3.6 Waiver of Shipping Fees. During the initial term of the Participating Addendum ("PA"), Contractor will waive standard shipping fees with respect to Participant's Equipment purchases for CRUs. The shipping carrier used will be at Contractor's sole discretion.

3.7 Waiver of Activation Fees. During the initial term of this PA, Contractor will waive the standard start of service charge (also known as the "Activation Fee") with respect to Participant's eligible CRUs activating new Service on available Voice Service Plans and/or Wireless Data Service Plans.

3.8 Waiver of Early Termination Fees. During the term of the PA, Contractor will waive Early Termination Fees and Activation Upgrade Fees for CRUs.

3.9 Waiver of Upgrade Fees. Contractor will waive standard upgrade fees with respect to Participant's Equipment purchases for CRUs.

3.10 Custom Business National Flat Rate Plan.

**Table 3.10.1
Custom Business National Flat Rate Plan**

Monthly Service Charge	\$1.49
Home Airtime Rate	\$0.06 per minute
Nationwide Long Distance	Included
Domestic Roaming	Included
Mobile-to-Mobile Minutes	Not Included
Night / Weekend Minutes	Not Included

Section 4. Custom FirstNet Mobile Offer. AT&T will provide Participating Entity and its eligible CRUs the custom FirstNet Mobile Offer described herein (the "Custom FirstNet Mobile Offer"). The Custom FirstNet Mobile Offer are available for the term of the PA. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plans. The Custom FirstNet Mobile Offers available under this Participating Addendum are available only to CRUs. In accordance with the PA, the Custom FirstNet Mobile Offers are subject to the standard FirstNet Mobile Plans' corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §4 and the applicable Sales Information, this §4 will control. The Custom FirstNet Mobile Offers are NOT eligible for the Service Discount, any other discount provided under the PA, nor any other discounts or promotions otherwise available to AT&T's customers.

**TABLE 4.1
CUSTOM FIRSTNET VOICE ONLY PLANS**

	FirstNet List Price	FirstNet Custom Net Price*
FirstNet Feature Phone Unlimited Voice Only	\$31.00	\$21.99

*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 Table 4.1 will be achieved via application of a modifier also reflected on the invoice.

**TABLE 4.1.2
CUSTOM FIRSTNET ePTT FEATURE PLANS**

FirstNet Voice-Only	FirstNet List Price	FirstNet Custom Net Price*
ePTT Add-On to Voice Plans	\$5.00	\$3.00

*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 Table 4.1.2 will be achieved via application of a modifier also reflected on the invoice.

**TABLE 4.1.3
CUSTOM FIRSTNET SMART PHONE BUNDLES**

	FirstNet List Price	FirstNet Custom Net Price*
FirstNet Unlimited + 0GB	\$39.00	\$35.90
FirstNet Unlimited + 2GB	\$48.50	\$44.60
FirstNet Unlimited + 5GB	\$61.00	\$56.10
FirstNet Unlimited + 50GB	\$247.00	\$227.00
FirstNet Unlimited + 100GB	\$432.00	\$397.00
FirstNet Unlimited + 500GB	\$1,937.00	\$1,782.00
FirstNet Unlimited + 1000GB	\$3,702.00	\$3,500.00
FirstNet Unlimited Standard for Smartphones	\$50.00	\$39.99
FirstNet Unlimited Enhanced for Smartphones	\$60.00	\$49.99

*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 Table 4.1.3 will be achieved via application of a modifier also reflected on the invoice

**TABLE 4.1.4
CUSTOM FIRSTNET DATA ONLY PLANS**

	FirstNet List Price	FirstNet Custom Net Price*
FirstNet Data Only + 0GB	\$22.00	\$20.20
FirstNet Data Only + 2GB	\$31.50	\$29.00
FirstNet Data Only + 5GB	\$44.00	\$40.50
FirstNet Data Only + 50GB	\$230.00	\$212.00
FirstNet Data Only + 100GB	\$415.00	\$382.00
FirstNet Data Only + 500GB	\$1,920.00	\$1,766.00
FirstNet Data Only + 1000GB	\$3,685.00	\$3,500.00
FirstNet Unlimited, Data Only	\$40.00	\$34.99

*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 Table 4.1.4 will be achieved via application of a modifier also reflected on the invoice.

4.2 Custom Equipment Offer. The Custom Equipment Offer (a) requires activation with new FirstNet Service; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to Participating Entities including, without limitation, the Equipment Discount set forth in the PA; (d) is not available through a separate data solutions provider; and (d) remains subject to availability limitations. The Custom Equipment Offer is not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans.

Table 4.2
Custom Equipment Offer

CUSTOM EQUIPMENT	EQUIPMENT PRICE*	CONDITIONS
iPhone 7 32 GB iPhone 6s 32 GB Galaxy S7 B 32 GB DURAFORCE XD (E6790) 16 GB	\$0.99	Must be activated with a FirstNet Smartphone Plan with a List MSC of \$39.00 or higher
DURA XE(E4710) 8 GB	\$0.99	Must be activated with a FirstNet Voice Only Plan with a List MSC of \$31.00 or higher
AT&T Unite Explore	\$0.99	Must be activated with a FirstNet Data Only Plan with a List MSC of \$22.00 or higher
Nighthawk LTE	\$39.99	Must be activated with a FirstNet Data Only Plan with a List MSC of \$22.00 or higher
Galaxy S8 64 GB	\$199.99	Must be activated with a FirstNet Smartphone Plan with a List MSC of \$39.00 or higher

*Applicable Taxes will be charged

4.3 In addition to FirstNet Mobile Plans available to Participant and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §3.2 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §4.1 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 Participant, 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. Subscribers using the Subscriber Paid Plan are not utilizing the State of Minnesota contract and should make their own determination whether they can accept the terms of the Plan and whether they may be reimbursed by their Primary User Public Safety Entity.

TABLE 4.3.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS

Version	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	\$24.60	\$36.10	\$9.99	\$19.00	\$30.50

TABLE 4.3.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS

Version	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$49.99	\$34.99

Section 5. Miscellaneous.

5.1 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.

5.2 Employee Benefit Program. Participating Entity(ies) will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 6. Notice of Administration Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

6.1 Contract Fees. Under the Master Service Agreement, Contractor is being charged an 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 7. Prices Available from NASPO ValuePoint Master Agreement. Except to the limited extent set forth above for Custom Offers and FirstNet, Contractor's prices will not exceed those posted on the NASPO ValuePoint website for NASPO ValuePoint Contract No. 1907.

SECTION II: EQUIPMENT & DEVICES

1. **MINIMUM EQUIPMENT OFFERINGS.** The Contractor must offer the following equipment at minimum for purchase throughout the Contract term;
 - At least one basic handheld device at a \$0.99 charge for new line activation with a Voice Service Plan of \$15.99 or higher.
 - At least one hand held device that is TTY (Teletypewriter) compatible.
2. **ORDERED EQUIPMENT:** All ordered equipment must include the following;
 - a. **Ready to Use:** All equipment must be provided, ready to use, fully programmed and able to access wireless telephone services and the Public Switched Telecommunications Network (PSTN) throughout the Contractor's tower networks.
 - b. **Accessories:** Each handheld device/tablet purchased must come with the following:
 - i. **OEM Vehicle Power Adapter:** Plugs into standard A/C vehicle charging port.
 - ii. **OEM Wall Charger:** Plugs directly into phone to charge the battery. Uses any standard 110-220V 60 Hz outlet.
 - c. **Identifying Information:** All equipment purchased must include the following information:
 - i. Manufacturer and model number
 - ii. Manufacturer's Warranty period and terms
 - iii. Size and weight of device
 - iv. Battery life (including standby and talk time)
 - v. Models of operation (i.e. digital and analog, dual mode, tri-mode, etc.)
 - vi. Instruction booklet that includes the technical specifications of the device
3. **SOFTWARE UPDATES AND PROGRAMMING FOR COMPATIBLE EQUIPMENT:** To the extent permitted by law, the Contractor must provide software updates and programming for compatible equipment when available.
4. **REPLACEMENT OR RETURN OF DAMAGED EQUIPMENT:** The Contractor will be responsible for replacing any item received in damaged condition at no cost to the Customer. This includes all shipping costs to and from the Participating Entity necessary for returning non-functional items to the Contractor for replacement. Damage caused by misuse by the Participating Entity is not covered under this clause.
5. **EQUIPMENT ACCESSORIES.** Electrical accessories offered by the Contractor for handheld devices must be OEM approved.

SECTION III: UPGRADING EQUIPMENT ON EXISTING ACCOUNTS:

1. UPGRADING CURRENT WIRELESS CONTRACT EQUIPMENT REPLACEMENT:

- a. Customers will have the right to replace current Contractor equipment and hardware with new comparable and equal to replacement equipment and hardware at no or reduced cost after a total of twelve (12) months from the date of activation under the current Contract. The twelve (12) month period shall include time in the previous Contract period (Contract #122097) and this Contract period added together if necessary to meet the twelve (12) month requirement total.
- b. Shared Upgrades are defined as upgrading a device on a shared plan that is not eligible for an upgrade utilizing eligibility of another device on the same account. If the Customer desires shared upgrades on their accounts the Customer must indicate this desire in writing at the time of account set-up.

CONTRACTOR MAY ADD ADDITIONAL EQUIPMENT UPGRADE LANGUAGE HERE FOR CONSIDERATION.

SECTION IV: PERFORMANCE

1. **CUSTOMER PERFORMANCE MINIMUMS:** The Contractor must meet or exceed the following performance measures on a per Customer basis.
 - a. **Voice Blocks:** The Contractor shall provide a level of service with no more than two percent (2%) voice blocks, except during Force Majeure events. A call is defined to be blocked when a Customer is unable to initiate a call due to network congestions or other capacity shortcomings.
 - b. **Ineffective Attempts:** The Contractor must provide service with less than 2% of total voice call attempts resulting in failure to connect with the Contractor's network, except during Force Majeure events.
 - c. **Voice Call Drops:** The Contractor must provide service with less than two percent (2%) of voice call drops, except during Force Majeure events. A call is defined as dropped when a user experiences an abnormal call release without either side manually ending the call while within the Contractor's coverage area.
 - d. **Overall Network Availability:** The Contractor must meet a service level of 98 percent (98%) wireless network availability, except during Force Majeure events.
2. **SERVICE DISRUPTION:** The Contractor must provide detailed information to the Customer for any predetermined network outages that include the following;
 - a. **Planned Maintenance:** For any affected areas in the State of Minnesota and all boarder States.
3. **NOTIFICATION SYSTEM:** The Contractor must provide a service disruption notification that sends notice of both planned and unplanned network outages to Customers via email and text with the capability for Customers to self-subscribe/unsubscribe.

SECTION V: ACCOUNT & CUSTOMER SERVICE

1. ACCOUNT SUPPORT AND SERVICE:

- a. **Account Team:** The State requires a designated Account Team for both sale and support for the State of Minnesota Customers. The Contractor must identify by name, office location and business telephone number the following members of the account team who will be responsible for the performance of the Contract and where they are located on the Contractor's ordering website and must include the following:
 - i. **Primary Account Representative:** The Contractor must have a designated employee to act on the Contractor's behalf with regard to the management and authorization of the ensuing Contract.
 - ii. **Customer Service Representative:** The Contractor must assign one or more individuals to function as Customer service representatives for the duration of the Contract. These individuals will be responsible for providing services under the Contract which include, but are not limited to, sales and service calls both in-person and/or by phone/email, operational and billing problem resolution, product and technical information and training, assisting Customers in choosing equipment and plans that are most beneficial and cost effective to them. The assigned Customer service representatives shall be knowledgeable about this Contract and will be the Contractor representatives able to assist in the ordering process.
 - iii. **Technical Support Representative:** The Contractor must provide a 24-hour call center for service and technical support that includes the following:
 - 1) **Call Center/Technical Support:** The call center and technical support team must be assigned and knowledgeable of the State contract to assist Customers.
 - 2) **Toll Free Telephone Number:** The Contractor must provide a specific toll-free telephone number for all Customers to report and resolve service and equipment problems.
 - 3) **After Hours Support:** Technical assistance must be available on the effective date of the Contract. This information must be provided to the State prior to the start of the contract period.
- b. **Contract Management:** The Contractor must provide the following when a Customer presents a service issue:
 - i. **Complaint Procedures:** The Contractor must have in place by the start of the Contract period complaint procedures available on its ordering website.
 - ii. **Response Time:** Upon notice of a question or problem the Contractor (or appropriate representative) shall provide acknowledgement of receipt within one hour and respond to the requestor within 24 hours of receipt. Should resolution extend beyond the first 24 hours, the Contractor (or appropriate representative) shall continue to update the requestor every 48 hours until resolution is achieved. Indicate the procedure used in responding to a question or problem and what methods of notification are used (e.g., e-mail, fax, phone call, etc.)
- c. **Business Review Meetings:** The Contractor agrees to conduct in-person business review meetings, which may be held at any date, time or State of Minnesota location, to be mutually agreed upon a minimum of once per six months upon request of the State.

- d. **Account Security:** Prior to placing an order, all State agencies must provide the Contractor with a signed Authorization Form, Exhibit B, which is hereby incorporated, before the Contractor may complete the requested order for any new voice/data service plans. The Authorization Form, Exhibit B will be included on the Contractor's website. No alternative authorization form will be used. The Contractor must provide an email submittal address for Authorization Forms on their ordering website.
- e. **Account Information:** The Contractor must ensure account information cannot be accessed or modified by anyone other than authorized personnel (i.e., how are active lines of service protected from unauthorized modification or de-activation).
- f. **Ordering:** The Contractor must provide order confirmation immediately upon placement of the order.

SECTION VI: BILLING & INVOICING

1. BILLING/INVOICING:

- a. **Release of Invoices:** The Contractor shall not release invoices outside of a State agency and/or CPV organization without prior written approval from said parties.
- b. **Invoice Format:** Invoices must be available on hard copy and/or in electronic format as requested by the Customer. Customers may request either format for the purpose of billing. Additionally, call detail will be available via a secure website for agency verification. Customers must be notified electronically when the monthly invoice is available for download and review. No invoicing charges are allowed
- c. **Summary Page:** Each monthly invoice shall consist of summary page(s) for the account. All long-distance charges shall be included on the service invoice.
- d. **Itemization:** All billing invoices must be itemized so that the /service and the cost of the service can be identified. All charges must make reference to supportive detail.
- e. **Service Charges:** All service charges shall be included on a single invoice or invoiced by location at the discretion of the Customer.
- f. **Equipment and Accessory Charges:** All equipment charges, and tax (if applicable), must be included on an invoice separate from the service charges.
- g. **Surcharges:** Each federal and state surcharge charges must appear on the monthly invoice and billing detail. These charges must be billed to their corresponding wireless telephone number. A detail of credits for service and/or equipment must be included.

h., Billing Errors:

Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, taking into consideration all pertinent information provided by the Customer with its dispute or during discussions between AT&T and Customer during the investigation of the dispute, but Customer may incur late payment fees in accordance with Section 14 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within thirty (30) business days. AT&T will reverse any late payment fees that were invoiced in error.

SECTION VII: REPORTING & USAGE

1. REPORTING:

- a. **Reports to Customers – Upon Request:** The Contractor must provide a list of all active wireless phone numbers assigned to each wireless account from the most recent quarter upon request. This information must be provided electronically, preferably in MS Excel or similar format.

b. **Reports To Department of Administration, Office of State Procurement – Quarterly Basis:**

All reports for Department of Administration shall be returned to the following electronic mailbox on a quarterly basis: MMD.UsageReports@state.mn.us

- i. **Report Details.** The Contractor is required to produce a usage report that at a minimum, should provide information summarized to the following levels:
- a) State, Department, Division, Section, Unit (i.e. State of Minnesota, Department of Natural Resources, Division of Fish and Wildlife, section of Wildlife, and Non-Game Wildlife Program). This information shall be provided in electronic form (format to be determined, preferably MS Excel@).
 - b) Total Summary of all plan usage, separated by State and CPV usage.
 - c) Total Summary of all equipment purchased, separated by State and CPV usage.
 - d) All usage reports must be stated in US dollars.

c. **Reports To Minnesota Pollution Control Agency – Annual Basis: -**

All reports for Minnesota Pollution Control Agency must be returned to the following electronic mailbox on an annual basis: sustainablepurchasing.pca@state.mn.us

- ii. Total number of phones purchased. Total number of industry certification organizations "TCO Certified" and "UL 110" certified phones purchased to the extent reasonably available.
- iii. Quantity of data purchased/used.
- iv. Contractor will provide reports, the extent reasonably available, on the GHG intensity of the services provided under this contract:
 - a) Full Green House Gas (GHG) Life Cycle Assessment (LCA) of Information and Communication Technology (ICT) service provided (CO2e per service provided).
 - b) GHG Intensity of ICT Operations by service provided (CO2e per unit of service).
 - c) Energy Intensity of ICT Operations by service provided (kWh per unit of service), and identify energy source and/or operations' electricity grid.
- v. To the extent reasonably available, Contractor will provide reports of the following:
 - a) Carbon Usage Effectiveness of data center operations (ideally the data center that provides the service procured by the State).
 - b) Power Usage Effectiveness of data center operations (ideally the data center that provides the service procured by the State).

vi. Report GHGs in an annual report. The Contractor may provide a link to the report.

- <http://www.about.att.com/csr/reporting>
- <http://www.about.att.com/content/dam/csr/sustainability-reporting/PDF/2017/ATT-KPI-Table.pdf>
- <http://about.att.com/content/csr/home/issue-brief-builder/environment/greenhouse-gas-emissions.html>
- <http://about.att.com/content/csr/home/issue-brief-builder/environment/energy-management.html>

Annual scope 1 GHG emissions
Annual scope 2 GHG emissions
Annual scope 3 GHG emissions

Section VIII - GENERAL INSURANCE REQUIREMENTS

Upon request, Contractor must provide the State a Certificate of Insurance. The State of Minnesota must be included as an Additional Insured, to the extent permitted by law.

Insurance Requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
State of Minnesota included as an Additional Insured, to the extent permitted by law

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):

This policy will provide coverage for claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least two (2) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor's required policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- Contractor shall provide at least 30 days' prior written notice to State of Minnesota of cancellation or non-renewal of any required coverage that is not replaced;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and eligible to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.