

**PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149-1**

**PARTICIPATING ENTITY: STATE OF ARKANSAS
Contract No.: 4600045828; SP-20-0035**

This Participating Addendum (the "PA" or "Participating Addendum") is made this 31st day of March, 2020 (the "PA Effective Date"), between the State of Arkansas ("Participating Entity"), and AT&T Corp. ("Contractor" or "AT&T") (Participating Entity and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA 149-1, dated, December 6, 2019 (the "Contract" or "Master Agreement").

1.2 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participating Entity and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement.

Section 3. Authorized Purchasing Entities. Participating Entity hereby designates the State of Arkansas, including State agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities), as authorized Purchasing Entities under the Agreement.

Section 4. Purchase Orders. Participating Entity must issue purchase orders hereunder that reference both Master Agreement #MA149-1 and the State Contract Number [SP-20-0035 46000452828]. Purchase Orders must include Agency name, Address, Contact, and phone number, and applicable approvals. 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 Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any Purchase Order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

Section 5. Primary Contacts.

Participating Entity:

Name: Shane Phillips
Title: DFA Statewide Procurement Specialist
Address: 1509 West 7th Street 3rd Flr

Lead State:

Name: Christopher Jennings
Title: Assistant Director
Address: 3140 State Office Bldg.

Little Rock, AR 72201
Telephone: (501) 324-9322
Fax Number:
E-Mail: jordan.phillips@dfa.arkansas.gov

Salt Lake City, UT 84114
Telephone: 801-538-3157
Fax Number: 801-538-3882
E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: Timothy Gill
Title: Client Solutions Executive
Address: 1001 Technology Drive
Little Rock, AR 72223
Telephone: (501) 626-8585
Fax Number:
E-Mail: tim.gill@att.com

Contractor Main:

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

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

Section 7. Miscellaneous.

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

7.2 Supplemental Terms. Participating Entity supplemental terms are attached hereto as Exhibit A.

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

- **Contract Fees Under the Master Agreement,** Contractor is being charged an Administrative Fee of: (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA including any supplements, attachments or exhibits thereto ; (b) the Master Agreement; and (c) any valid Purchase Order issued in connection therewith.

Section 10. Custom Plans.

10.1 Custom FirstNet Mobile Plans – Agency Paid. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §10 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described in §10.1 (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans' corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §10.1 and the applicable Sales Information, this §10.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile

Plans will be provided only if Participant’s account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers. For all Custom FirstNet Mobile Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 10.1.1
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited for Data-only Devices
Monthly Service Charge	\$37.99

**TABLE 10.1.2
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

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

10.2 Custom FirstNet Mobile Plans – Subscriber Paid. 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 §10.2 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §10.1 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.

**TABLE 10.2.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$28.50	\$41.00	\$10.99	\$21.50	\$34.00

**TABLE 10.2.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$44.99	\$37.99

Section 11. Entire Agreement. The Master Agreement and this Participating Addendum set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

AT&T CORP.

By: 
duly authorized
Name: Mark Flister
Title: Sr. Contract Manager
Date: 03/31/2020

STATE OF ARKANSAS


By: 
duly authorized
Name: Camber Thompson
Title: Sr. Procurement Manager
Date: 03/31/2020

EXHIBIT-A
PARTICIPATING ENTITY ADDITIONAL TERMS PERTAINING TO SERVICE

1. **Scope:** The PA covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA149-1) for use by state agencies and other entities, as provided in the Master Agreement. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services
Category 2: Equipment and Accessories
Category 3: Turnkey Wireless and IoT Solutions offered as a Product
Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3.

Participating Entity has elected to participate in Categories 1 & 2.

2. **Participating State Modifications or Additions to Master Agreement:**

These modifications or additions apply only to actions and relationships with the Participating Entity.

- A. **Reporting.** Reporting **shall** be addressed in Amendment #1. Items to be addressed shall include, but not be limited to, frequency of reporting and the following data elements:

- 1) Vendor Contract Number
- 2) State
- 3) Customer Type (State, Education, Local Government)
- 4) Bill to Name
- 5) Customer PO Number (When available)
- 6) Customer Number
- 7) Order Date
- 8) Product/Service Description
- 9) Baseline Price
- 10) Discount Applied
- 11) Discount Unit Price
- 12) Quantity
- 13) Total Price

- B. **Payments.** Payments will be submitted to the Contractor at the address shown on the invoice. Payments should be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest may be paid on the unpaid balance due to the contractor at the rate set forth in Subsection Section 17(c) (Overdue Account Charges) of the Master Agreement of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224. The Purchasing Entity will make a good-faith effort to pay within thirty (30) days after the date of invoice. The State shall have the right to dispute billed goods or services and withhold payment; provided that to the extent not inconsistent with Ark. Code Ann. 19-4-1206 (b)(3)(B) and (C), any payment withheld shall be subject to and in accordance with Section 31(c) of MA-149 for those goods or services that are in dispute. Interest shall not be charged on disputed amounts while in dispute.

- C. **Records.** Financial and accounting records relevant to State of Arkansas transactions under this Addendum **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment under this Addendum or extension thereof, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such

examination contemplated by this section, and shall examine records consistent with Section 22 of MA-149.

- D. **LIMITATIONS OF LIABILITY AND DISCLAIMERS.** SECTION 29 OF THE MASTER AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING FOR THE PURPOSES OF THIS PA:

29. LIMITATIONS OF LIABILITY AND DISCLAIMERS

1. AT&T'S ENTIRE LIABILITY SHALL BE:
 - A. FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY AT&T'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - B. FOR BREACH OF §23 (CONFIDENTIAL INFORMATION), PROVEN DIRECT DAMAGES;
 - C. FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER §34 (THIRD PARTY CLAIMS);
 - D. FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - E. FOR CLAIMS OTHER THAN THOSE SET FORTH IN §29 (A)(I) (A), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON AN AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO TWO TIMES THE TOTAL NET CHARGES INCURRED BY A PURCHASING ENTITY DURING THAT TWELVE (12) MONTH TIME-PERIOD UNDER A CORRESPONDING PARTICIPATING ADDENDUM OR \$3,000,000.00, WHICHEVER IS GREATER.
2. EXCEPT AS SET FORTH IN §34 (THIRD-PARTY CLAIMS) OR IN THE CASE OF AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AT&T WILL NOT BE LIABLE TO THE PARTICIPATING ENTITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
3. THE LIMITATIONS IN THIS §29 SHALL NOT LIMIT PURCHASING ENTITY'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.
4. DISCLAIMER OF LIABILITY. CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY PURCHASING ENTITY OR THIRD PARTIES; SERVICES DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF PURCHASING ENTITY'S (OR ITS AFFILIATES', USERS; OR

THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS,
INFORMATION, NETWORKS OR SYSTEMS.

- E. **Venue:** Venue for any claim, dispute, or action concerning an order placed against the contract **shall** be Pulaski County, Arkansas. Any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.
- F. **Travel Expenses.** Expenses for travel **shall not** be reimbursed unless specifically permitted under the duties of the Contractor. All travel **must** be approved in advance by the State. Approved expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.
- G. **Software Terms and Conditions:** Purchasing Entities that acquire software **shall** be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, any language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.
- H. **Cancellation.** Cancellation **shall** be according to the terms of Master Agreement.
- I. **Confidential Information.** Under Arkansas law, the release of public records is governed by The Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Statutes.
- J. **Contingent Fee.** The Contractor guarantees that Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- K. **Disclosure.** Under Arkansas law, the Office of State Procurement (OSP) is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. Contractor must submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this Addendum. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the State.
- L. **Restriction of Boycott of Israel.** Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing this Participating Addendum, a Contractor agrees and certifies that it does not, and will not for the duration of the contract, boycott Israel.
- M. **Vendor Registration.** In order to receive payment, Contract Vendor must register online at <https://www.ark.org/vendor/index.html>.
- N. **For Services Only:**

1. **Equal Opportunity Policy.** In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a copy of the Contractor's *Equal Opportunity (EO) Policy* prior to entering into this Addendum. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov or Contractor may submit a hard copy with this Addendum. The submission of an *EO Policy* to OSP is a one-time requirement. Contractor is responsible for providing updates or changes to its policy, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute. If Contractor is not required by law to have an *EO Policy*, Contractor must submit a written statement to that effect.
2. **Prohibition of Employment of Illegal Immigrants.** Pursuant to Arkansas Code Annotated § 19-11-105, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants.

By signing this Participating Addendum, the Contractor agrees and certifies that they do not employ or contract with illegal immigrants and that they will not employ or contract with illegal immigrants during the aggregate term of the contract.

3. **Performance Standards.** Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education **must** include performance standards when purchasing services. Performance standards **shall** be mutually agreed upon by the parties hereto for any services purchased.
- O. **Leasing.** Leasing **shall not** be authorized under this Participating Addendum.
- P. **Value Added Services.** The Contractor **shall not** propose or provide value-added services unless they are within the scope of services as defined herein in Section 1 (Scope) of this Exhibit A (Participating Entity Additional Terms Pertaining to Service).

The Purchasing Entities **shall not** be required, by the Contractor or its subcontractors, to sign any additional terms and conditions when utilizing this Agreement

3. Subcontractors:

The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Participating State/Entity is not agreeing to and is not responsible for any terms and conditions with a subcontractor.

4. Individual Customer:

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

5. Orders:

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from the Agreement **shall** be deemed to be a sale under (and governed by the

prices and other terms and conditions) of the Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

6. Terms:

The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Arkansas law.



Term Contract

Vendor No. 100109772
 Contact KELLYE NEAL
 Your reference SP-20-0035

AT&T
 1111 W CAPITOL AVE RM 325
 LITTLE ROCK AR 72201

Contract No. 4600045828
 Date 12/13/2019

Contact Jordan Phillips
 Telephone 501-324-9322
 Fax 501-324-9311

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:

Ship To:

Valid from: 04/01/2020
 Valid to: 12/31/2022

Target value 25,000,000.00 USD
 REFERENCE TRACKING: SP-20-0035

COMMODITY: Wireless Data, Voice, & Accessories

This is a term contract issued by the Office of State Procurement. This is not authority to ship. A separate purchase order will be issued.

TYPE OF CONTRACT: Term

Contract Period: April 1, 2020 through December 31, 2022. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to four (4) additional one (1) year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.

OSP Buyer Contact Information:
 Shane Phillips
 501-324-9322
 Joran.Phillips@dfa.arkansas.gov

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0001	10100444 TECH SERVICE, TELECOMMUNICATION	10,000,000.00	Lump Sum	1.00	\$ 10,000,000.00

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer

04/01/2020



STATE OF ARKANSAS

Term Contract

Vendor No. 100109772
Contact KELLYE NEAL
Your reference SP-20-0035

Contract No. 4600045828
Date 12/13/2019
Our reference ST

Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Rows include items 0002 (PHONE, CELLULAR, MISC), 0003 (TABLET, PC, MISC), 0004 (CELLULAR PHONE SUPPLIES), and an Estimated Net Value of 25,000,000.00.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.