

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

PARTICIPANT: State of Alaska

This Participating Addendum (the "PA") is made March 11, 2020 (the "PA Effective Date"), between the State of Alaska ("Participating Entity"), and AT&T Corp. ("Contractor") (Participating Entity and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, **December 6, 2019**, as amended (the "Contract" or "Master Agreement").

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

1.3 (reserved)

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participating Entity and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid 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 Alaska agencies and all political subdivisions as authorized Purchasing Entities under the Agreement.

Section 4. Purchase Orders. Participating Entity must issue purchase orders hereunder that reference both Master Agreement #MA149 and the PA # **2020Wireless0001**. 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: Eric Verrelli
Title: Statewide Contracting Officer III
Address: Juneau, AK 99801
Telephone: 907-465-5674
E-Mail: eric.verrelli@alaska.gov

Lead State: Utah

Name: Christopher Jennings
Title: Assistant Director
Address: Taylorsville, UT 84129
Telephone: 801-957-7151
E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: Kerry Emery
Title: Sales Executive
Address: 505 E Bluff Dr 1st Floor
Anchorage, AK 99501
Telephone: (907) 264-7245
E-Mail: ke0559@att.com

Contractor Main:

Name: Bethani Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-979-9053
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.

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

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

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

Section 10. Entire Agreement. Master Agreement, RFP document, and this Participating Addendum sets forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

Section 11. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

Additions to the Master Agreement:

Order of Precedence:

- a) A Participating Entity's Participating Addendum;
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- c) An Order issued against the Master Agreement;
- d) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
- e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- f) The Contractor's Supplemental Documents, including all Attachments: A-I.

Monthly Service Charge Discount for IRUs, CRUs, and FirstNet: These discounts will be applied to all employees bills at the time of a purchase. Including both personal and work purchases.

IRU Discount: 16%

CRU Discount: 25%

Administrative Fees: The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.

The Contractor shall pay to the State of Alaska, an Administrative Fee of (i) 1.5% of all CRUs' Total Wireless Spend; and (ii) 1% of all IRUs' Discountable Charges. This includes, for CRU Total Wireless Spend, but is not limited to all equipment purchases, plan purchases, and device purchases. The Administrative Fees will be calculated after each calendar quarter and AT&T will pay the quarterly amount due no later than thirty (60) days following the end of each fiscal quarter. The State of Alaska Administrative Fee shall be submitted quarterly and is based on CRU Total Wireless Spend within the state and IRU Discountable Charges.

Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210

The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

Administrative fee checks are due for each quarter as follows:

End of Quarter	Reporting Date	Pay Date
March 31st	May 15th	May 31st
June 30th	August 15th	August 30th
September 30th	November 15th	November 30th
December 31st	February 15th	February 28th (29)

Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

Purchasing Options for Executive Branch Agencies, Non-Executive Branch Agencies, and Political Subdivisions: All plans and products offered under this master agreement.

Supplemental Documents: The Contractor's Supplemental Documents are attached to the Master Agreement as Attachment A through Attachment W, as amended in the State of Alaska Participating Addendum.

No additional documents other than specified herein will be signed, by purchasing entity both government agency or political subdivision, no additional terms and conditions will be placed on orders. If a purchasing entity mistakenly agrees to additional terms not included in this Participating Addendum or Master Agreement, those terms and conditions voided.

Reporting: Detailed Sales Data Required Reports: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this Participating Addendum. Report must show detailed sales data by customer type, e.g. state entity, local government, higher education and K12. These reports are due forty-five (45) days after the end of the quarter.

The state of Alaska will require all reporting from past contracts (1907) on one usage report, the administrative fee will apply to all sales under all existing agreements.

End of Quarter	Reporting Date	Pay Date
March 31st	May 15th	May 31st
June 30th	August 15th	August 30th
September 30th	November 15th	November 30th
December 31st	February 15th	February 28th (29)

(NOTE: submitting a copy of the detailed report that is submitted to NASPO for the state of Alaska will suffice)

Website Requirement: The Contractor NASPO ValuePoint website for Alaska must include at a minimum the following:

- a. Detailed information regarding all the products and options available through this contract;
- b. Local sales contact information;
- c. Single point of contact for order and invoice issues;
- d. An escalation path for unresolved issues; and
- e. Instructions pertaining to remote device placements.

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

STATE OF ALASKA

By: 
_____, duly authorized

Name: Eric Verrelli

Title: Contracting Officer

Date: 9/16/2020

AT&T CORP.

By: 
_____, duly authorized

Name: Jack Wildermuth

Title: Senior Contract Manager

Date: 10/19/2020