

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

**PARTICIPATING ENTITY: STATE OF SOUTH DAKOTA – CONTRACT 17477**

This Participating Addendum (the "PA") is made this 8th day of December 2020, between the **State of South Dakota**, 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 # MA 149, 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 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 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 <> 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. 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: State of South Dakota**

Name: Margie Newling  
Bureau of Information and Telecommunications  
Address: Division of Telecommunications  
700 Governor's Drive  
Pierre, SD 57501  
Telephone: 605-773-7532  
Fax Number:  
E-Mail: Margie.newling@state.sd.us

**Lead State: Utah**

Name: Christopher Jennings  
Title: Assistant Director  
Address: 3140 State Office Bldg.  
  
Salt Lake City, UT 84114  
Telephone: 801-538-3157  
Fax Number: 801-538-3882  
E-Mail: [cjennings@utah.gov](mailto:cjennings@utah.gov)

**Contractor Account Team:**

Name: Steven Duckett  
Title: Client Solutions Executive  
Address: 7900 Xerxes Ave S  
Bloomington, MN 55431  
Telephone: (952) 221-4864  
Fax Number:  
E-Mail: [sd226v@att.com](mailto:sd226v@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](mailto: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; and (c) any valid Purchase Order issued in connection therewith.

**Section 10. Custom Plans WSCA S1907 to NASPO 149 Contract Migration.** Notwithstanding the Order of Precedence set forth in the Master Agreement and provided Participating Entity remains in full compliance with the terms and conditions therein Contractor agrees to carry forward to Participating Entity custom pricing from the Western States Contracting Alliance contract #S1907 executed by the Parties on June 13, 2012, at the FAN (Foundation Account Number) level, for entities purchasing under this Participating Addendum.

**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: Jack Wildermuth  
, duly authorized

Name: Jack Wildermuth

Title: Senior Contract Manager

Date: 12/08/2020

**STATE OF SOUTH DAKOTA**

By: [Signature]  
, duly authorized

Name: Steven L. Berg

Title: Director of Procurement

Date: 12/08/2020



## AT&T Custom Pricing Mobility Rate Authorization Letter

Company Name	State of South Dakota	CPQ Request ID	159594	Rate Letter Expires On	12-04-2020
SAART Account Number	SRT98S	Request Owner	STEVEN DUCKETT	Date Rate Letter Initially Created	07-30-2020
Agreement Type	GOV	Pricing Manager ATTUID	MJ7590	Date Rate Letter Last Modified	08-06-2020
Agreement Tier	N/A	Pricing Manager	Monica Joseph	Version	1
Existing Mobility Agreement ID	1678182	Sales Channel	SLED	Revision Number	0
New Agreement or Amendment	New Agreement	Business Unit	Public Sector-SLED	ROME Opportunity ID	1-CH4M7KE
Contract Term (Months)	24	Sales SCVP/RVP	Clark, Brian	Primary ROME Oppty Owner	SD226V

### Mobility Contract Notes and Custom T&Cs

**Note to Sales**

Offers valid for existing FANs migrating to NASPO 149 Agreement.

**Sales Input**

Sales will address identified potential data abuse.

**Approved Offers for NASPO 1907 to NASPO 149 Contract Migration**

**Voice**

	List	Voice Only	Voice/REMB AO	Voice/GSA Tether AO	Implementation Notes
GOVPAAL	\$15.99	\$15.99	\$35.99	\$45.99	\$6.25 Voice Modifier with REMB and GSA Tethering AO
GOVP100	\$30.00	\$19.50	NA	NA	\$4.00 standalone Modifier
GOVP300	\$39.00	\$22.50	\$48.75	\$58.75	\$5.00 standalone Voice Modifier; \$5.36 voice Modifier with REMB and GSA Tethering AO
GOVP400	\$44.00	\$23.36	\$49.61	\$59.61	\$4.52 standalone Voice Modifier; \$8.33 Voice Modifier with REMB and GSA Tethering AO
GOVP600	\$53.00	\$35.18	\$61.43	\$71.43	\$3.08 standalone Voice Modifier; \$3.01 Voice Modifier with REMB and GSA Tethering AO
GOVP1000	\$70.00	\$46.88	\$73.13	\$83.13	\$2.40 standalone Voice Modifier; \$5.09 Modifier with REMB and GSA Tethering AO

**Data ADD-ON**

	List	Modifier	Price	Implementation Notes
REMB Data AO	\$65.00	\$30.00	\$26.25	Valid with GOVAAL, GOVP300, GOVP400; and GOVP1000 plans
GSA Tethering AO	\$65.00	\$16.67	\$36.25	Valid with GOVAAL; GOVP300;GOVP400; and GOVP1000 plans

**SMS with GSA and GOVP Plans**

	List	Modifier	Price	Implementation Note
RGOVMSG3	\$20.00	\$20.00	\$0 (see note)	Requires activation with GSA Data AO plan and GOVPAAL; GOVP300; GOVP400; AND GOVP100 plans

**Data-Only**

	List	Modifier	Price	Implementation Notes
DDUG/LTEDDUG	\$69.99	\$16.67	\$39.99	