

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

**PARTICIPATING ENTITY: STATE OF CONNECTICUT
CA# _____**

This Participating Addendum (the "PA") is made this ____1st____ day of April, 2021 (the "PA Effective Date"), between the State of Connecticut ("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 #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 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 Connecticut and its public entities including, without limitation, state, and local agencies, municipalities, cities, towns, and institutions of higher education as the authorized Purchasing Entities under the Agreement.

Section 4. Purchase Orders. Except as set forth herein, Purchase Orders must reference both Master Agreement #MA 149 and the PA to be valid. Upon acceptance of any such valid Purchase Order, the corresponding Purchasing 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. Terms and conditions inserted into a Purchase Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement. Any such attempts to add or incorporate such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void.

Section 5. Primary Contacts.

Participating Entity:

Name: Marcie Wilson
Title: Contract Specialist
Address: 210 Capitol Avenue
Hartford, CT 06106
Telephone: (860) 713-5622

Lead State:

Name: Christopher Jennings
Title: Assistant Director
Address: 3140 State Office Bldg.
Salt Lake City, UT 84114
Telephone: 801-538-3157

Fax Number:
E-Mail: Marcie.wilson@ct.gov

Fax Number: 801-538-3882
E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: Anthony Napolitano
Title: Client Solutions Executive
Address: 84 Deerfield Lane
Meriden, CT 06450
Telephone: (860)302-5834
Fax Number:
E-Mail: td1625@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.

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

8.1 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 FirstNet Mobile Plans – Agency Paid. Provided Participating Entity 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), Contractor will provide Participating Entity and its eligible CRUs the custom FirstNet Mobile Plans described in §10 (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. and the applicable Sales Information, this §10. will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participating Entity'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. The term "MSC" in the tables below means "Monthly Service Charge."

**TABLE 10.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$15.88 MSC	\$24.62 MSC	\$36.12 MSC	\$207.24 MSC	\$377.44 MSC	\$1,762.04 MSC	\$3,385.84 MSC
For use with a subsidized device	\$35.88 MSC	\$44.62 MSC	\$56.12 MSC	\$227.24 MSC	\$397.44 MSC	\$1,782.04 MSC	\$3,405.84 MSC

**TABLE 10.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

Add-a-Line for use with an unsubsidized device	\$10.99 MSC
Add-a-Line for use with a subsidized device	\$22.99 MSC

**TABLE 10.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$10.24 MSC	\$15.99 MSC	\$22.99 MSC	\$201.60 MSC	\$371.80 MSC	\$1,756.40 MSC	\$3,380.20 MSC
For use with a subsidized device	\$20.24 MSC	\$25.99 MSC	\$32.99 MSC	\$211.60 MSC	\$381.80 MSC	\$1,766.40 MSC	\$3,390.20 MSC

**TABLE 10.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data- only Devices (1-8,999 Users)	Unlimited for Data- only Devices (9,000+ Users)
Monthly Service Charge	\$44.99	\$39.99	\$36.49	\$34.99

**TABLE 10.5
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

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

TABLE 10.6

CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 MSC
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**TABLE 10.7
CUSTOM FIRSTNET MACHINE-TO-MACHINE POOLED PLANS**

	1MB	2MB	5MB	10MB	50MB
Monthly Service Charge	\$1.25	\$2.00	\$5.80	\$4.00	\$12.40

**TABLE 10.8
CUSTOM FIRSTNET MACHINE-TO-MACHINE BACKUP PLAN**

FirstNet Machine-to-Machine Backup Plan 20MB	\$24.75 MSC
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Section 11. Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Participating Entity and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participating Entity hereby authorizes AT&T to provide such individuals with the discounts set forth in §11 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participating Entity must remain eligible for the Custom FirstNet Mobile Plans described in §10 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 Participating Entity, 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 11.1
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	\$24.62	\$36.12	\$10.99	\$15.99	\$22.99

**TABLE 11.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan (1-8999 Users)	Unlimited with Tethering Tablet Plan (9,000+ Users)
Monthly Service Charge	\$39.99	\$44.99	\$36.99	\$34.99

**TABLE 11.3
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$5.00 Monthly Service Charge
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Section 12. Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 13. Custom Offers. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §13 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the following custom offers: (a) the recurring credits described in §13.1 herein (the “Recurring Credits”); (b) the custom pooled plans described in §13.2 herein (the “Custom Pooled Plans”) (c) the custom integrated tethering plans described in § 13.3 herein (the “Custom Integrated Tethering Plans”); (d) the custom Business National Flat Rate Plan bundle described in §13.4 herein (the “Custom Business National Flat Rate Plan Bundle”); and (e) the custom ActSoft offer described in §13.5 herein (the “Custom ActSoft Offer”)(the Recurring Credits, the Custom Pooled Plans, the Custom Integrated Tethering Plans, the Custom Business National Flat Rate Plan Bundle, and the Custom Acsoft Offer, are, at times, referred to together herein as the “Custom Offers”). The Custom Offers are available for the term of the Agreement. The Custom Offers are not available to IRUs. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. In accordance with the Agreement, each of the Custom Offers is subject to its underlying 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 §13 and the applicable Sales Information, this §13 will control. Notwithstanding the foregoing, 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 the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers.

13.1 Recurring Credits. AT&T will provide Recurring Credits to Participant’s CRUs in accordance with Table 13.1. Recurring Credits are provided each month and are only available to Participant’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 13.1
RECURRING CREDITS**

PLAN OR FEATURE	RECURRING CREDITS (Per Month)
Unlimited SMS Feature with an MSC of \$15.00 when activated with a Voice Service Plan with an MSC of \$12.99 or higher	\$15.00
5GB Pooled Data Add ON Plan when combined with a GOV Pooled plan with an MSC of \$39.00 or higher	\$8.34
EPTT Feature Add On for Flat Rate Plans	\$9.99
Business Telemetry Connect 2MB Pooled Plan with an MSC of \$11.99 when combined with ActSoft Comet Tracker with an MCS of \$21.00	\$3.99
DataConnect Unlimited Plan for Smartphones with an MSC of \$45.00 when combined with a Voice Service Plan with of MSC of \$12.99 or higher	\$8.80
National Flat Rate Plan with an MSC of \$12.99	\$6.32
DataConnect Unlimited Plan for Laptops and Aircards	\$8.53
GSA Unlimited Tethering when combined with National Flat Rate Plan	\$15.47
GSA Unlimited Tethering when combined with GOV Pooled Plans	\$16.67
Comet Tracker with an MSC of \$21.00 when combined with Business Telemetry Connect Pooled 2MB Plan with an MSC of \$11.99	\$4.00
Messaging Basic Access when combined with Unlimited Text Messaging and a Voice Plan with an MSC of \$12.99 or higher.	\$3.00
GOVP Add-A-Line Plan when combined with 5GB Business Pooling Plan or Tethering Data Add On Plan	\$6.25
LTE IP Enabled PVC with Private Mobile Connection 40MB with an MSC of \$1,344.00	\$403.20

LTE IP Enabled PVC w/ Private Mobile Connection 50MB with an MSC of \$1,605.00	\$481.50
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13.2 Custom Pooled Plans. The following applies to the Custom Pooled Plans: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information; and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information. The Custom Plans allow tethering and are further described in Table 13.2.

**TABLE 13.2
CUSTOM POOLED PLANS**

	GOV Pooled 300 Plan	GOV Pooled 400 Plan	GOV Pooled 600 Plan	GOV Pooled 1000 Plan
Monthly Service Charge	\$58.75	\$59.61	\$71.43	\$83.13
Anytime Minutes	300	400	600	1000
Voice Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25
Included Nights & Weekend Minutes	5000	5000	Unlimited	Unlimited
Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A	N/A
Included Domestic Data Access	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Data Usage Tethering Cap	10GB	10GB	10GB	10GB
Unlimited Text	Yes	Yes	Yes	Yes

Tethering & Mobile Hotspot: Includes up to 10GB per line per month. After 10GB, tethering speed will be slowed to a max of 128Kbps for the rest of the bill cycle (except for these products: Connected Cars, Hot Spots, and Wireless Home Phone and Internet).

13.3 Custom Integrated Tethering Plans. The following applies to the Custom Integrated Tethering Plans: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information, and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information. The Custom Integrated Tethering Plans are further described in Table 13.3.

**TABLE 13.3
CUSTOM INTEGRATED TETHERING PLANS**

	GOV Pooled 300 Plan	GOV Pooled 400 Plan	GOV Pooled 600 Plan	GOV Pooled 1000 Plan
Monthly Service Charge	\$53.75	\$54.61	\$66.43	\$78.13
Anytime Minutes	300	400	600	1000
Voice Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25
Included Nights & Weekend Minutes	5000	5000	Unlimited	Unlimited
Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A	N/A
Included Domestic Data Access	5GB	5GB	5GB	5GB
Additional Domestic Data Usage	\$10.00 / GB	\$10.00 / GB	\$10.00 / GB	\$10.00 / GB
Unlimited Text	Yes	Yes	Yes	Yes

13.4 Custom Business National Flat Rate Plan Bundle. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&T's Business National Flat Rate Plan Sales Information apply to the Custom Business National Flat Rate Plan Bundle.

**TABLE 13.4
CUSTOM BUSINESS NATIONAL FLAT RATE PLAN BUNDLE**

Monthly Service Charge	\$5.00
Home Airtime Rate	\$0.05 per minute
Nationwide Long Distance	Included
Domestic Roaming	Included
Mobile-to-Mobile Minutes	250
Night / Weekend Minutes	250
Enhanced Push To Talk	Included

13.5 Custom ActSoft® Offer. Contractor will provide Participant and its eligible CRUs with the pricing on ActSoft® from AT&T as set forth in Table 13.5 herein. The Custom ActSoft Offer is not eligible for the Service Discount or any other discounts, rebates or promotions.

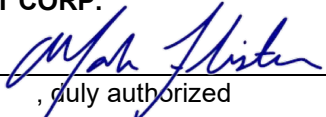
**Table 13.5
Custom ActSoft® Offer**

Description	Standard Price (Purchase Orders with a quantity of less than 74)	Discount Price (Purchase Orders with a quantity of 75 or more)
ActSoft Comet Tracker (ASFTCT01)	\$21.00	\$17.00

Section 14. 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: 04/01/2021

STATE OF CONNECTICUT

By: 
 , duly authorized

Name: Mark D. Raymond

Title: Chief Information Officer

Date: 4/1/2021

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

1. Purchase Orders:

Any Purchase Order placed by a Participating Entity through the Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Agreement unless Contractor and the corresponding Purchasing Entity to the Purchase Order agree in writing that another contract or agreement applies to such Purchase Order.

All Purchase Orders shall contain the Master Agreement #MA149 and the DAS Contract No. 18PSX0189.

2. Participating State Modifications or Additions to Master Agreement

The Parties agree that the following provisions of this Participating Addendum shall apply to any action, purchase or Purchase Order issued by the State or any of its Participating Entities.

2.1. Definitions.

- (a) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Agreement in any capacity.
- (b) DAS: Department of Administrative Services.
- (c) Department: Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the Participating Entity that issue duly authorized Purchase Orders against the Agreement.
- (d) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

2.2 Confidentiality.

Contractor shall comply with the requirements of Connecticut General Statutes 4e-70 (the "Statute").

2.3 Whistleblowing.

This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of

the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

2.4. Sovereign Immunity.

The parties acknowledge and agree that nothing in the solicitation or the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

2.5. Summary of State Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Agreement as if the summary had been fully set forth in the Agreement.

2.6. Campaign Contribution Restriction.

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

2.7. Executive Orders.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

2.8. Nondiscrimination.

- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Agreement or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the

contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to [insure] ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
 - (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 - (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission

may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or Purchase Order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or Purchase Order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
 - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or Purchase Order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56;

provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

2.9. [RESERVED]

2.10. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in this Agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b. Contractor will use commercially reasonable efforts to provide such information no later than 30 days after receiving a request by the State's contracting authority; however, the State agrees to provide

Contractor with a reasonable amount of additional time to provide such information upon Contractor's request.

2.11. Audit and Inspection of Plants, Places of Business.

The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement. Such audit and inspection shall occur one time per year provided that the State may audit and inspect for cause related to Contractor performance under the Agreement or upon reasonable suspicion of fraud.

2.12. [RESERVED]

2.13. Financial Audit for State Grants.

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

2.14. Lead State Terms that shall not apply to Connecticut.

The Parties hereby agree that any provision in the Standard Terms and Conditions of the NASPO ValuePoint, the State of Utah's negotiated terms and conditions or the Agreement between NASPO ValuePoint and n/a and any of its Exhibits, shall not apply to Connecticut or any of the participating entities from Connecticut if the provision violates sovereign immunity. or conflicts with this Participating Addendum. Further the Parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the Parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

2.15. State Comptroller Specifications

In accordance with Conn. Gen. Stat. §4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all applicable specifications established by the State Comptroller .

2.16. CIO Subcontract Approval.

In accordance with Conn. Gen. Stat. §4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Information Technology or their designee of the selection of the subcontractor and of the provisions of the subcontract.

2.17. Rights to and Integrity of Public Records.

In accordance with Conn. Gen. Stat. §4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public

records” shall have the meaning set forth in Conn. Gen. Stat. §4-33, as it may be modified from time to time.

2.18. Public Records and FOIA.

In accordance with Conn. Gen. Stat. §4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act, as defined in section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

2.19. Disclosure of Public Records.

In accordance with Conn. Gen. Stat. §4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. §1-200, as it may be modified from time to time.

2.20. Profiting from Public Records.

In accordance with Conn. Gen. Stat. §4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Agreement. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. §1-200, as it may be modified from time to time.

2.21. Contractor’s Obligation to Notify DAS commissioner Concerning Public Records.

In accordance with Conn. Gen. Stat. §4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the commissioner of such violation.

2.22. General Assembly Access to Records.

In accordance with Conn. Gen. Stat. §4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to state agency records that is not less than the access that said committee and such offices have on July 1, 1997.

2.23. Continuity of Systems.

This Section is intended to comply with Conn. Gen. Stat. §4d-44.

- (a) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under the Agreement, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall reasonably cooperate with the State, and do and perform all reasonable acts and things that DAS deems to be necessary or appropriate to ensure continuity of services so that there is no disruption or interruption in performance as required or permitted in the Agreement. The Contractor shall not enter

into any subcontract for any part of the performance under the Agreement without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Agreement.

- (b) The Parties shall follow the following applicable and respective procedures in order to ensure the orderly transfer to the State of:
 - (1) such facilities and equipment;
 - (2) all public records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Agreement, subcontract or amendment.

If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

2.24. Ownership of Data.

- (a) All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data existing in electronic, magnetic or any other tangible or intangible form (for purposes of this Ownership of Data Section, "Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Department or Contractor and Contractor Parties directly or indirectly in connection with this Agreement at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located. Notwithstanding the foregoing, Data does not include metadata, anonymized quantitative data, or Contractor's administrative information related to the Agreement.
- (b) At no cost to the State the Contractor and Contractor Parties shall, no later than forty-five (45) days after (i) receiving a written request from the Department or (ii) Termination for any reason, deliver and transfer possession to the Department all of the Data, in an agreed upon format.
- (c) At no cost to the State, the Contractor and Contractor Parties shall, no later than forty-five (45) days after (i) receiving a written request from the Department, (ii) receiving final payment from the Department, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible, unless retention is required by law, is in support of the Agreement, or is required by Contractor's records retention policies. If any Data cannot be overwritten or securely deleted then such Data will remain subject to the Agreement's confidentiality provisions.
- (d) The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Department in accordance with this §2.24 shall constitute a breach of this Agreement. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary

authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than forty-five(45) days after receiving a request by the Department, such information as the Department may identify to ensure, in the Department's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum as of the date of execution by both Parties below.

Participating Entity: State of Connecticut Dept. of Administrative Services Procurement Division	Contractor: AT&T Corp.
By: (Original Signature on Document in Procurement Files)	By:  (Original Signature on Document in Procurement Files)
Name:	Name: Mark Flister
Title:	Title: Sr. Contract Manager
Date:	Date: 04/01/2021