

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

PARTICIPATING ENTITY: STATE OF ARIZONA

This Participating Addendum (the "NASPO 4 PA") is made this 1st day of April, 2021 day of (the "NASPO 4 PA Effective Date"), between the State of Arizona ("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 Nevada, 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 #1907, dated March 15, 2012, as amended ("NASPO 3 Contract").

1.2 The State of Arizona and AT&T entered into a Participating Addendum in connection with the NASPO 3 Contract, dated November 20, 2012, as amended (the "NASPO 3 PA").

1.3 The NASPO 3 Contract has a final termination date of March 31, 2021.

1.4 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of NASPO, are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019, as amended (the "NASPO 4 Contract" or "NASPO 4 Master Agreement").

1.5 Participating Entity wants to participate in the NASPO 4 Contract pursuant to the terms and conditions of the NASPO 4 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 NASPO 4 PA (the NASPO 4 Contract and the NASPO 4 PA, together with all valid Purchase Orders submitted to Contractor by Participating Entity, collectively, the "NASPO 4 Agreement"). Unless otherwise defined, capitalized terms in the NASPO 4 PA have the meanings ascribed to them in the NASPO 4 Master Agreement.

Section 3. Authorized Purchasing Entities. Participating Entity hereby designates all State of Arizona Agencies, Boards and Commissions, as well as all members of the Arizona Cooperative Program as authorized Purchasing Entities under the NASPO 4 Agreement.

Section 4. Purchase Orders. Except as set forth herein, Purchase Orders must reference both the NASPO 4 Master Agreement, #MA149-1, and the NASPO 4 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 NASPO 4 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 NASPO 4 Master Agreement number and/or the NASPO 4 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 NASPO 4 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 NASPO 4 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: Jim Atkins
Title: Statewide Procurement Manager
Address: 100 N. 15th Avenue, Suite 402
Phoenix, AZ. Zip 85007
Telephone: 602-542-8990
Fax Number:
E-Mail: jim.atkins@azdoa.gov

Lead State:

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: ctjennings@utah.gov

Contractor Account Team:

Name: Marco Rivas
Title: Client Solutions Executive
Address: 1355 W University Dr
Mesa, AZ 85201
Telephone: 602-325-8559
Fax Number:
E-Mail: mr9998@att.com

Contractor Main:

Name: Bethani Cross
Title: Lead Market Development Manager
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 NASPO 4 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 NASPO 4 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 NASPO 4 Master Agreement.

- 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 NASPO 4 Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the NASPO 4 Agreement, the following order of precedence will control: (a) the NASPO 4 PA; (b) the NASPO 4 Master Agreement; and (c) any valid Purchase Order issued in connection therewith.

Section 10. Treatment of NASPO 3 PA. The Parties acknowledge and agree that: (a) the NASPO 3 Master Agreement and the NASPO 3 PA terminate on March 31, 2021; (b) they do not have sufficient time to completely negotiate any additional terms and conditions requested by Participating Entity that may be added to this NASPO 4 PA; (c) they intend to move all Services and Additional Products from the NASPO 3 PA to this NASPO 4 PA for continuity of service as of the NASPO 4 PA Effective Date; (d) that all pricing for such NASPO 3 Services and Additional Products so moved will retain any custom pricing provided to the State of Arizona under the NASPO 3 PA; (e) they will cooperate in good faith to complete negotiations on Participating Entity's requested additional terms and conditions as soon as possible.

Section 11. State of Arizona Mandatory Terms and Conditions. The State of Arizona Mandatory Terms and Conditions are hereby incorporated as attached herein as Attachment A - CTR052804 - State of AZ Mandatory Contract Provisions.

Section 12. Boycott of Israel Disclosure. The Boycott of Israel Disclosure is hereby incorporated as attached herein as Attachment B - CTR052804 - Boycott of Israel Disclosure.

Section 13. Entire Agreement. The NASPO 4 Master Agreement and this NASPO 4 PA and all attachments 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 NASPO 4 PA as of the NASPO 4PA Effective Date.

AT&T CORP.

Jack Wildermuth
By: [Jack Wildermuth \(Mar 30, 2021 16:45 PDT\)](#)
By: [John Redhorse \(Mar 30, 2021 16:43 PDT\)](#)

, duly authorized

Name: Jack Wildermuth

Title: Senior Contract Manager
Technology, SPO

Date: Mar 30, 2021

ATTACHMENT A

STATE OF ARIZONA



, duly authorized

Name: John Redhorse

Title: Sr. Mgr. -

Date: Mar 30, 2021

CTR052804 MANDATORY CONTRACT PROVISIONS FOR ARIZONA STATE AGENCIES

Notwithstanding any provision of the Arizona-AT&T NASPO 4 PA (“the Agreement”) to the contrary, AT&T Corp. (“Contractor”) agrees to abide the following terms and provisions that are required for contracts with the State Procurement Office (“the Department”), an agency of the State of Arizona:

1. Notwithstanding any provision of the Agreement to the contrary, the Department is not authorized to indemnify Contractor.
2. Every payment obligation of the Department under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Department or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Department or any other agency of the State of Arizona in the event this provision is exercised, and neither the Department nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
3. Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the Contractor shall produce the original of any or all such records at the offices of the Department.
4. The requirements of A.R.S. § 38-511 apply to this Agreement. The Department may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Contractor with respect to the subject matter of this Agreement.
5. Contractor shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
6. Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.
 - a. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”)
 - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the Agreement.

c. The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 6(a).

7. Contractor assigns to the Department any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Contractor toward fulfillment of this Agreement.
8. This Agreement shall be construed in accordance the laws of the State of Arizona.
9. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

<p>Attachment B</p> <p>Contract No. CTR052804</p> <p>NASPO Wireless Voice, Data & Accessories</p>	<p>Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007</p>
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Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the “Exempt Solicitation, Contract, or Contractor” option below:

- The Solicitation or Contract has an estimated value of less than \$100,000.
- Contractor is a sole proprietorship.
- Contractor has fewer than ten (10) employees, OR ● Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.”

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 et seq., all offerors must select one of the following:

- ☐ The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7C317.
- ☐ The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
- ☐ **Exempt Solicitation, Contract, or Contractor.**
 Indicate which of the following statements applies to this Contract:
 - ☐ Solicitation or Contract has an estimated value of less than \$100,000.
 - ☐ Contractor is a sole proprietorship.
 - ☐ Contractor has fewer than ten (10) employees; and/or
 - ☐ Contractor is a non-profit organization.

Sacramento Ca 95821

Jack Wildermuth Jack Wildermuth (Mar 30, 2021 16:45 PDT) h

Signature of Person Authorized to Sign

AT&T

Company Name

2 700 Watt Avenue Room 2110

Address

City

State

Zip

Jac k Wildermuth

Printed Name

Sen ior Contract Manager

Title