

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

**PARTICIPATING ENTITY: STATE OF OKLAHOMA**

This Participating Addendum (the "NASPO 4 PA") is made this 31st day of March, 2021 (the "NASPO 4 PA Effective Date"), between the State of Oklahoma ("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 Oklahoma and AT&T entered into a Participating Addendum in connection with the NASPO 3 Contract, dated September 10, 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 negotiated 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.** This PA may be used by all state agencies, interlocal entities, or affiliates who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "**Purchasing Entities**" or "**Customers**"), including Participating Entity and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the Participating Entity or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the Participating Entity pursuant to the Oklahoma Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the Participating Entity via a multistate or multi-governmental contract. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A

Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

**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: IT Statewide Initiatives Lead  
Title: N/A  
Address: 2401 N. Lincoln Blvd, Ste 116  
Oklahoma City, OK 73105  
Telephone: 405-521-4772  
Fax Number: N/A  
E-Mail: [purchasing@omes.ok.gov](mailto:purchasing@omes.ok.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](mailto:ctjennings@utah.gov)

**Contractor Account Team:**

Name: Matthew McSpadden  
Title: Client Solutions Executive  
Address: 405 N Broadway Ave  
Oklahoma City, OK 73102  
Telephone: 405-882-8726  
Fax Number:  
E-Mail: [mm593j@att.com](mailto:mm593j@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 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 Oklahoma 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. Entire Agreement.** The NASPO 4 Master Agreement and this NASPO 4 PA 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.**

By: Jack Wildermuth  
 , duly authorized

Name: Jack Wildermuth

Title: Senior Contract Manager

Date: 3/31/2021

**STATE OF OKLAHOMA**

By: Jerry Moore  
 , duly authorized

Name: Jerry Moore

Title: Chief Information Officer

Date: Mar 31, 2021





# VENDOR EXECUTED SW1012 NASPO ATT Extension

Final Audit Report

2021-03-31

Created:	2021-03-31
By:	Matthew Gomez (matthew.gomez@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF8VWxsFy3vtGIHbJswXyY2c21Ln309ah

## "VENDOR EXECUTED SW1012 NASPO ATT Extension" History

-  Document created by Matthew Gomez (matthew.gomez@omes.ok.gov)  
2021-03-31 - 8:38:51 PM GMT- IP address: 165.225.216.93
-  Document emailed to Jerry Moore (jerry.moore@omes.ok.gov) for signature  
2021-03-31 - 8:39:45 PM GMT
-  Document e-signed by Jerry Moore (jerry.moore@omes.ok.gov)  
Signature Date: 2021-03-31 - 8:57:35 PM GMT - Time Source: server- IP address: 165.225.216.91
-  Agreement completed.  
2021-03-31 - 8:57:35 PM GMT