

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

**PARTICIPATING ENTITY: STATE OF ALASKA**

This Participating Addendum Amendment (the "PA AMENDMENT") is made this <sup>24th</sup> day of August, 2023 (the "PA AMENDMENT 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** Pursuant to a Participating Addendum by and between Contractor and the State of Alaska dated March 11, 2020 (the "PA"), Participating Entity is authorized to purchase Service, Equipment and related products from Contractor under the terms of the Contract and the PA.

**1.3** The Parties wish to amend the PA with a revised Section 5, a revised Section 11, and a new Section 12 (Custom Offers) as shown below.

**Section 5. Primary Contacts**

Participating Entity:

Lead State: Utah

Name: Jennifer Krick  
Title: Statewide Contracting  
Officer III  
Address: Juneau, AK 99801  
Telephone: 907-465-5680  
E-Mail: jennifer.krick@alaska.gov

Name: Marci Woodward  
Title: State Procurement  
Manager  
Address: Taylorsville, UT 84129  
Telephone: 801-957-7145  
E-Mail: mwoodward@utah.gov

Contractor Account Team:

Contractor Main:

Name: Shaneill Marquez  
Title: Client Solutions Executive  
Address: 505 E Bluff Dr MP385  
Anchorage, AK 99501  
Telephone: (907) 250-1629  
E-Mail: sw4073@att.com

Name: Bethani Cross  
Title: Program Manager  
Address: 311 S Akard St.  
Dallas, TX 75202  
Telephone: 214-979-9053  
E-Mail: bc4732@att.com

**Section 11. Participating Entity Modifications or Additions to The Master Agreement:**

This Participating Addendum covers participation of the Participating Entity in the above-referenced Master Agreement between the State of Utah and Contractor for Wireless Communication Services and Equipment. Governmental entities eligible to use this PA include Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissioners, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Federally Recognized Tribes means native entities within the State of Alaska that is on the list published by the United States Bureau of Indian Affairs in 67 Federal Register, 43661-46333. All plans and products offered under this master agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**Section 12. Custom Offers.** Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §12 (including all sub-sections and Tables), AT&T will provide Participating Entity and its eligible CRUs the Custom Equipment Offer described in Table 12 herein (the “Custom Equipment Offer”) and the Custom Plan Offer described in Table 12.1 herein (the Custom Plan Offer. For both Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or Offer. The respective Offers are not available to IRUs. In accordance with the Agreement, the Custom Equipment Offer is subject to its corresponding Sales Information, which is incorporated herein by reference.

**TABLE 12  
CUSTOM EQUIPMENT OFFER**

Qualified Device	Type	Custom Equipment Price
Franklin A10	Data Device	\$0.99
Franklin A50	Data Device	\$0.99
<p>*Subject to availability.                      **Custom Equipment Price does not include applicable taxes on the undiscounted retail price of the Qualified Device, which will be due at sale, and may not be combined with other Equipment-related discounts or other offers. Participating Entity acknowledges and agrees that any Equipment purchased in connection with the Custom Equipment Offer in Table 12 is eligible for an Equipment upgrade after twenty-four (24) months instead of the standard eighteen (18) months and is only valid for Alaska State Agencies. The Franklin A10 offer is valid for non-FirstNet FANs only and requires activation on an unlimited data plan. The Franklin A50 offer is valid for FirstNet FANs only and requires activation on an unlimited data plan.</p>		

**TABLE 12.1  
CUSTOM PLAN OFFER**

<b>Plan Type</b>	<b>List Price</b>	<b>Effective Price</b>
Mobile Select Unlimited Custom	\$110.00 MSC	\$39.99 MSC
Data Only Gov Data Only (Mifi/Aircard Unlimited Data Throttle Plan)	\$50.00 MSC	\$36.80 MSC
Data Only Gov Data Only (Tablet/Laptop Unlimited Data Throttle Plan)	\$50.00 MSC	\$32.00 MSC
FirstNet Mobile Unlimited for iPad on 4G LTE	\$40.00 MSC	\$32.00 MSC
FirstNet Mobile Unlimited for 4G LTE Tablets	\$40.00 MSC	\$32.00 MSC
FirstNet Unlimited Enhanced	\$50.00 MSC	\$39.99 MSC
Mobile Select Pooled (100MB)-Feature Phone	\$35.00 MSC	\$15.99 MSC
FirstNet Data Pooling-Feature Phone	\$22.99 MSC	\$15.99 MSC

\*\*For all Custom Plans, the corresponding Plan's Monthly Service Charge (at times, "MSC") 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.

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

**AT&T CORP.**

By: Jack Wildermuth  
 , duly authorized  
 Name: Jack Wildermuth  
 Title: Senior Contract Manager  
 Date: 8/24/23

**STATE OF ALASKA**

By: Jennifer Krick  
 , duly authorized  
 Name: Jennifer Krick  
 Title: Contracting Officer III  
 Date: 08/24/2023

**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](mailto: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](mailto:ctjennings@utah.gov)

**Contractor Account Team:**

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