

**PARTICIPATING ADDENDUM**



**PUBLIC SAFETY COMMUNICATIONS  
PRODUCTS, SERVICE AND SOLUTIONS**

Lead by the State of Washington

Master Agreement #: 00318

State of Arizona Contract #CTR069967

Contractor: **Sabre Communications Corporation**

Participating Entity: **STATE OF ARIZONA**

The following products or services are included in this contract portfolio:

*Sabre Communications Corporation has been awarded the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.*

- 11.2 Equipment Shelter: Concrete
- 12.4 Towers: Guyed
- 12.5 Towers: Guyed, Light
- 12.6 Towers: Lattice
- 12.7 Towers: Lattice, Light
- 12.8 Towers: Monopole

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by the State of Arizona, and its departments, agencies, boards, commissions, universities, and other entities authorized to use statewide contracts in the State of Arizona. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. State of Arizona Agencies, Boards and Commissions engaging in Design or Construction activities need to comply with A.R.S. 41-791.01 and SP044 of the Arizona State Procurement Office.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	Phillip Haigler
Address:	7101 Southbridge Drive Sioux City, IA 51111
Telephone:	(850) 225 - 9614
Fax:	
Email:	<a href="mailto:plhaigler@sabreindustries.com">plhaigler@sabreindustries.com</a>

Participating Entity

Name:	John Red Horse
Address:	1802 W. Jackson St., #100 Phoenix, AZ 85007
Telephone:	602-695-6602
Fax:	
Email:	<a href="mailto:john.redhorse@azdoa.gov">john.redhorse@azdoa.gov</a>

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER  
AGREEMENT**

These 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.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Notwithstanding any provision of the Agreement ("the Agreement") to the contrary, Contractor ("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. No Indemnification. Notwithstanding any provision of the Agreement to the contrary, the Department is not authorized to indemnify the Contractor.

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To the fullest extent allowed by law, each Party will indemnify, defend and hold the other Party and its respective parents, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents harmless from and against all third party claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability arising out of or in connection with any injury, damage, or death caused by the negligence or willful misconduct of the Indemnifying Party or its agents, employees, or representatives in the course of performing the obligations set forth in this Agreement.

Indemnification provided in this agreement shall only be proportionate to the degree of negligence or willful misconduct of the indemnifying party. The indemnifying party shall not be liable for any damages or losses that are not directly caused by its negligence or willful misconduct.

2. Availability of Funds. 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. In the event of cancellation, charges on uncompleted Goods or Services shall not exceed Contractor's cost at the end of the notice period following termination. Contractor's cost shall include direct and indirect costs, including materials, labor and overhead, but shall not include any profit on work performed to date on uncompleted Goods or Services. Charges for all completed Goods or Services shall be the selling price as stated in the Purchase Order or most recent change order.
3. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

A.R.S. § 35-214. Inspection and audit of contract provisions

A. Except as provided in subsection C, in all contracts and subcontracts for the furnishing of goods, equipment, labor, materials or services to the state, or any of its agencies, boards, commissions or departments, there shall be a provision that all books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the state for five years after completion of the contract. The contract provision shall also require that such records be produced at such state offices as designated by the state in the contract.

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B. Nothing in subsection A shall preclude a more stringent audit requirement agreed to by the parties in any state contract, and no rule of procedure shall limit the authority of the state to exercise its rights under this section.

C. This section does not apply to contracts or subcontracts for the furnishing of goods, equipment, materials or services to any agency, board, commission or department of this state by another agency, board, commission or department of this state or a political subdivision of this state.

A.R.S. § 35-215. Influencing, obstructing or impairing audit; classification

A person who, with intent to defraud, or deceive, improperly influences, obstructs or impairs an audit being conducted or about to be conducted in relation to any contract or subcontract with the state is guilty of a class 5 felony.

4. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
5. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
6. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547.

A.R.S. § 41-2547. Right to inspect plant

The state may at reasonable times inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded by this state.

Inspection at Facility – Contractor's proposed schedule and price does not contemplate any disruptive or additional holding and supervisory conditions caused by inspections from Department or Department's representative at Contractor's facility during the manufacturing process. For confidentiality, safety and scheduling reasons, Contractor, at its sole discretion, reserves the right to approve the presence or supervision of Department or Department's representative at Contractor's facility during any phase of the manufacturing process and may require Department or its representative to sign a Non-Disclosure Agreement prior to entering Contractor's premises.

7. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature block to the Contract submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the

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Procurement Officer stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other; an amendment to the Contract shall not be necessary.

8. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.
9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, 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.
10. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
11. Certifications Required by State Law.
  - 11.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.
  - 11.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.
12. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
13. Applicable Taxes
  - 13.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 13.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are

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the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

- 13.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 13.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
14. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.
15. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

A.R.S. § 38-511. Cancellation of political subdivision and state contracts; definition

A. The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

B. Leases of state trust land for terms longer than ten years cancelled under this section shall respect those rights given to mortgagees of the lessee by section 37-289 and other lawful provisions of the lease.

C. The cancellation under this section by the state or its political subdivisions shall be effective when written notice from the governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time.

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D. The cancellation under this section by any department or agency of the state or its political subdivisions shall be effective when written notice from such party is received by all other parties to the contract unless the notice specifies a later time.

E. In addition to the right to cancel a contract as provided in subsection A of this section, the state, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract.

F. Notice of this section shall be included in every contract to which the state, its political subdivisions, or any of the departments or agencies of either is a party.

G. For purposes of this section, "political subdivisions" do not include entities formed or operating under title 48, chapter 11, 12, 13, 17, 18, 19 or 22.

16. Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
17. Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract 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 (A.R.S. Title 41).

A.R.S. § 12-1518. State and political subdivisions; use of arbitration

A. In the discretion of any state agency, board or commission or any political subdivision of this state, the services of the American arbitration association, or any other similar body, may be used as provided by this article. Any agreement to make use of arbitration shall be made either at the time of entering into a contract or by written mutual agreement at a subsequent time prior to the filing of any civil action.

B. Notwithstanding subsection A of this section, a state agency, board or commission shall include an agreement to make use of arbitration in all contracts which are subject to mandatory arbitration pursuant to rules adopted under section 12-133.

C. Notwithstanding subsection A or B of this section, a state agency, board or commission shall include an agreement to make use of arbitration as provided in this article in public works contracts if the amount in controversy is less than one hundred thousand dollars.

18. Subcontractors: All contactors, dealers, and resellers authorized in the State of *Arizona* as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.



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19. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
20. Attachment "A". Boycott of Israel 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 Materials or Services from Israel."
21. Attachment "B". Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.
22. Liability Limitation
  - 22.1. Limit. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective liability arising from or related to the Contract is limited to one (1) time the purchase price of the specific Materials or Services giving rise to the claim whether based in contract, tort, warranty or other theory of recovery. This limitation of liability applies to all arbitration decisions, settlements, judgments, losses, damages, costs, expenses, attorney's fees, remedies, or any other form of compensation.
  - 22.2. Provisos. - To the fullest extent permitted by applicable law, and notwithstanding any other provisions in this Agreement, neither Party shall not be liable to the other Party under any theory of recovery, whether based in contract, tort, warranty, or other theory of recovery for any loss of profits, revenue, business opportunity, interest, or goodwill, or any indirect or consequential damages, incidental, special, exemplary, or punitive damages, whether or not foreseeable, arising out of or in connection with this Agreement.
23. Bill and Hold: In the event of construction delays or any other delays in delivery not due to Contractor, the Department shall notify Contractor in writing to postpone and delay the delivery of any Products which have been manufactured by Contractor. In the event the Department is unable to accept delivery at the scheduled dates, the Department shall store completed Products at Contractor's facility under a Bill and Hold arrangement. Under a Bill and Hold arrangement, Contractor may store the finished Products for up to thirty (30) days free of storage charge, subject to space availability and confirmation at time of request by the Department. After thirty (30) days, Contractor may charge the Department storage fee at a price agreed upon by both Parties. Under a Bill and Hold arrangement, Contractor shall invoice Products at completion of fabrication, regardless of delivery status. The Department understands and agrees that title and risk of ownership will pass to the Department under a Bill and Hold arrangement, and the invoice will



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be paid according to normal payment terms noted elsewhere in this Agreement. It is further understood that regarding risk of loss, Contractor will maintain custodial obligations for the Products, including responsibility for damage to the Products while at Contractor's facility.

24. Termination for Default: Contractor may suspend all work or terminate this Agreement for cause if Department fails to pay Contractor any undisputed amount due as set forth in this Agreement, and such failure continues for fifteen (15) days following due date.
25. Confidentiality: Neither Party may not, without the other Party's prior written consent, disclose the terms and conditions of this Agreement and any information exchanged between the Parties pursuant to or in connection with this Agreement ("Confidential Information") to any third party, except (i) to the extent such disclosure is required under applicable law or order of a court or other governmental authority; (ii) to either Party's affiliates' employees, agents, representatives and professional advisers; (iii) to any third party, including a bank or other lending agency and its professional advisers, to the extent necessary for arranging for financing; or (iv) to the extent such disclosure is necessary to allow either Party to perform its obligations under this Agreement. If either Party desires to make a disclosure of any Confidential Information to any third party, it shall consult with and advise the other Party reasonably in advance of such disclosure and the parties will work together in good faith relative to any such actual or potential disclosure.
26. Intellectual Property Ownership: Under no circumstances shall this Agreement or any Purchase Order grant a Party any ownership rights in the patents, copyrights, trademarks, or trade secrets ("Intellectual Property") of the other Party, whether the Intellectual Property is in existence on the Effective Date of the Agreement or developed or acquired thereafter. Any Intellectual Property shall remain the sole and exclusive property of each respective Party. Nevertheless, both Department and Contractor hereby grant a limited license to the other Party relative to any Intellectual Property implicated by this Agreement for the limited purpose of completing the obligations imposed by this Agreement. Only the Parties' officers, directors and/or employees with a "need to know" shall have access to such Intellectual Property. This limited license shall be terminated when the obligations imposed on the Parties by this Agreement are completed or the Agreement is otherwise terminated. Under no circumstances shall a Party distribute, share or discuss any of the other Party's Intellectual Property with any third-party without the written consent of the other Party. Notwithstanding anything set forth herein, Department shall retain royalty-free, perpetual rights to use the Goods for their intended purpose but shall not copy, re-manufacture or reverse engineer the Goods.
27. Termination for Convenience: The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive

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just and equitable compensation for work in progress, work completed and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

28. Insurance: Additional Insured and Waiver of Subrogation.

a. All policies shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. All policies shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

29. Business Automobile Liability:

Bodily Injury and Property Damage for any owned, hired, and/or non- owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

30. The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. § 41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.

30.1 Contractor shall verify if an ordering entity is a current Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>

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30.2 Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

30.3 Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate prior to January 1, 2024, is one (1%) percent. Rates are set in accordance with SPO Technical Bulletin (TB) 007, available on the SPO website, which may be revised at the State's sole discretion as part of Arizona state procurement policy. For convenience (though note that this link may change over time) TB 007 may be found here:

<https://spo.az.gov/suppliers/usage-reporting>

Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>

30.4 Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>

30.5 Contractor shall acknowledge each Order from Eligible Agencies within one (1) business day after receipt by either: (a) "approving" the Order electronically in the State's eProcurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in the State's eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.11.3 [Orders are Obligatory]. Unless and until Contractor has approved the Order in the State's eProcurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted



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the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State's eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State's eProcurement System and if it does so the rejection will be void.

- 30.6 Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each Co-Op Buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

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

Participating Entity: State of Arizona	Contractor: Sabre Industries, Inc.
Signature: 	Signature: 
Name: John Red Horse	Name: Brian D. Newberg
Title: Sr. Manager – Technology, SPO	Title: President
Date: 2/7/2024	Date: 2-7-2024

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	<a href="mailto:tfosket@naspovaluepoint.org">tfosket@naspovaluepoint.org</a>

**Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org).**



## Sabre NASPO AZ participating addendum

Arizona Department of Administration  
State Procurement Office

### Attachment – 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 Materials 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": (a) 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. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401.

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 a public record in accordance with A.A.C. R2-7-C317;
- ☐ The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq.*; or
- ☐ **Exempt Solicitation, Contract, or Contractor.** Indicate which of the following statements applies to this Contract (may be more than one):
- ☐ 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.

Sabre Industries, Inc.

Company name

Signature of person authorized to sign

7101 Southbridge Drive

Address

Brian D. Newberg, President

Printed name and Title

Sioux City, IA 51111

City, State, ZIP


bdnewberg@sabreindustries.com

Contact email address

(712) 253-9027

Contact phone number



	<b>Forced Labor of Ethnic Uyghurs Ban</b>		<b>State of Arizona State Procurement Office</b>
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## Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Contractor shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "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.
2. "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.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

- ☒ The Company does not use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People's Republic of China;
  - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
  - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- ☐ The Company does participate in the use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- ☐ **Exempt Contractor: Select all statements that apply to the Contractor:**
- ☐ Contractor is a sole proprietorship;
  - ☐ Contractor has fewer than ten (10) employees; and/or
  - ☐ Contractor is a non-profit organization.

Sabre Industries, Inc.
Company name
7101 Southbridge Drive
Address
Sioux City, IA 51111
City, State, ZIP

	
Signature of person authorized to sign	
Brian D. Newberg	
Printed name and Title	
bdnewberg@sabreindustries.com	712-454-7100
Contact email address	Contact phone number