

**PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS VOICE, DATA, AND ACCESSORIES
MASTER AGREEMENT NUMBER: MA149-1, Participating Addendum #: PADD20210619**

PARTICIPATING ENTITY: STATE OF IDAHO

This Participating Addendum (the "PA") is made this March day of 30, 2021 (the "PA Effective Date"), between state of Idaho ("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.

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 state of Idaho agencies and public agencies as authorized Purchasing Entities under the Agreement. All state of Idaho agencies and public agencies (as defined by Idaho Code, Section 67-2327) (both referred to as "Purchasing Entities" within this PA) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Agreement and those within this PA. Public agencies include any city or political subdivision of the state of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the state of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts. Issues of interpretation and eligibility for participation are solely within the authority of the Participating Entity's Chief Procurement Official.

Section 4. Purchase Orders. All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the "Parties") acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the Master Agreement.

Section 5. Primary Contacts.

Participating Entity:

Name: Kimberly Guevara
Title: Buyer
Address: 650 W State Street
Room 100
Boise, Idaho 83702

Telephone: 208-332-1603
Fax Number: 208-327-7320
E-Mail: kimberly.guevara@adm.idaho.gov

Lead State:

Name: Christopher Jennings
Title: Assistant Director
Address: PO Box 141061
Salt Lake City, UT 84114

Telephone: 801-957-7151
Fax Number: 385-465-6008
E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: Tate Archibald
Title: Client Solutions Executive
Address: 4393 Riverboat Rd
Taylorsville, UT 84123
Telephone: 801-349-5641
Fax Number:
E-Mail: ma257p@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.

- **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. 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.

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

The following modifications or additions apply only to actions and relationships within the Participating State and supplement and/or add to the Master Agreement (the “Contract”):

11.1 Parties. The parties to this PA are the Contractor and the Participating Entity by and through the Division of Purchasing within the Department of Administration on behalf of the entities identified in section two (2), Participation, of this PA.

11.2 Administrative Fee and Reporting:

Administrative Fee and Quarterly Usage Report: The prices to be paid by the Ordering Entities shall be inclusive of a one percent (1.00%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity’s contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one percent (1.00%) of Contractor’s CRU Total Wireless Spend quarterly Contract sales.

***For Example:** If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0100 = \100 to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at <http://purchasing.idaho.gov/vendorforms.html>. A Summary Usage Report Form must be submitted for each quarter (enter “0” if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and ‘other’), as provided on the Form.

The Administrative Fee and Quarterly Usage Reports are due on the listed dates below; however, the State will not consider the Contract to be in breach until sixty (60) days after the required due dates.

Reporting Timeline (Fiscal Year Quarters):

Fee and Report Due:

1 st Quarter	July 1 - Sept 30	October 31st
2 nd Quarter	Oct 1 - Dec 31	January 31st
3 rd Quarter	Jan 1 - Mar 31	April 30 th
4 th Quarter	Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.
Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn:
Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

Section 11.3 Governing Law.

This PA and all orders issued thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the state of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada county in the state of Idaho in the event of any dispute with respect to the PA.

Section 11.4 Assignment.

In accordance with Idaho Code 67-9230(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.

Section 11.5 Amendments.

Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this section 4.f will result in the Master Agreement amendment automatically being incorporated in this PA.

Section 11.6 Insurance.

Notwithstanding Section 21, Insurance, of the MA149 Contract, the Contract is supplemented with the following provisions:

REQUIREMENT TO PROVIDE PROOF OF INSURANCE: The Contractor and its subcontractors (if the Contractor has any subcontractors that will provide goods or services to the Participating Entity under the PA) shall provide certificates of insurance to the Division of Purchasing for workers compensation insurance (see the paragraph below) and for the commercial general liability required section 21, Insurance, of the Contract. These certificates must be provided within seven (7) business days after the effective date of this PA, and all required insurance must be maintained by the Contractor for the entire term of this PA, including all renewal and extension periods.

REQUIREMENTS FOR WORKERS' COMPENSATION INSURANCE: The Contractor shall provide and maintain Workers' Compensation Insurance as required by statute and Employer's Liability for the entire term of this PA. The employer's liability shall have limits of \$100,000 each accident for bodily insurance by accident, \$500,000 disease policy limit, and \$100,000 disease, each employee.

For Workers' Compensation Insurance, the Contractor must provide either a certificate of Workers' Compensation insurance issued by an insurer eligible to write Workers' Compensation Insurance in the state of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The term "subcontractors" as used in this

PADD shall specifically exclude all third-party suppliers and manufacturers of the products sold under this PADD and all third-party delivery service providers.

Section 11.7 Applicable Terms.

The Participating Entity agrees to the terms and conditions of the Master Agreement only to the extent that the terms and conditions are not in conflict with this PA or with the laws of the state of Idaho.

Section 11.8 Records Maintenance.

The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PA. These financial records shall be retained by the Contractor for at least three (3) years after the PA terminates or expires, or until all audits initiated within the three (3) years have been completed, whichever is later.

Section 11.9 Price Agreement Numbers.

All orders issued by Purchasing Entities under this PA shall include the following price agreement numbers:

MA149

PADD20210619

Section 11.10 Termination for Convenience.

The Participating Entity may terminate this PA for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination if the Participating Entity determines it is in its best interest. Upon termination, the Participating Entity will pay all amounts owed or otherwise payable as of the date of termination.

Section 11.11 Termination for Default.

The Participating Entity may terminate this PA when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon between the parties in writing. The Participating Entity, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary.

A Purchasing Entity may terminate an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) calendar days of receiving written notice of said breach or non-compliance.

Section 12 Lease Agreements:

No equipment or goods of any sort shall be leased to Purchasing Entities under this PA.

Section 13 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.

Section 14 Entire Agreement:

This PA and the Master Agreement together with their exhibits and attachments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions

inconsistent with, contrary or in addition to the terms and conditions of this PA and the Master Agreement, together with their exhibits and attachments, shall not be added to or incorporated into this PA or the Master Agreement or their exhibits and attachments, by any subsequent order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Master Agreement and their exhibits and attachments shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating Entity: State of Idaho	Contractor: <i>AT&T Corp</i>
Signature: Kimberly Guevara Digitally signed by Kimberly Guevara Date: 2021.03.30 08:41:54 -06'00'	Signature <i>Jack Wildermuth</i>
Name: Kimberly Guevara	Name: <i>Jack Wildermuth</i>
Title: Buyer	Title: <i>Senior Contract Manager</i>
Date: 03/30/2021	Date: <i>3/31/2021</i>

ATTACHMENT 1 - DETAILED USAGE REPORT

Attachment 1- Detailed Usage Report is attached as a separate document. (Please see the attached document with the document file name "Attachment 1 Detailed Usage Report.xls".)