

NASPO VALUEPOINT PARTICIPATING ADDENDUM
for
Wireless Data, Voice and Accessories
(Led by the State of Utah)
Between
The State of Delaware and AT&T Enterprises, LLC
Contract # MA149

Vendor Name: AT&T Enterprises, LLC

Participating Entity: The State of Delaware

Delaware Contract Number: Contract # GSS20384-CELL_DATA_SVC
Wireless Data, Voice and Accessories

- 1. SCOPE** AT&T Enterprises, LLC ("Contractor" or "AT&T") and the State of Utah, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint"), have entered into a Master Agreement #MA149 with an effective date of December 6, 2019, which together with any and all amendments and/or addenda thereto constitute the "Master Agreement". This Participating Addendum ("PA" or "Participating Addendum") applies to the purchase and use of Products and Services(e.g. wireless service, software and other services) by State agencies and other eligible, Delaware entities authorized by State of Delaware, Office of Management and Budget, Government Support Services("Participating "Entity") State's statutes to purchase under state/entity contracts.
- a. All capitalized terms not defined in this PA will have the same meaning provided in the Master Agreement. Reference to "the Agreement" in the PA means the Master Agreement as modified by the PA.
 - b. This Participating Addendum is made between the State of Delaware, Office of Management and Budget, Government Support Services and Contractor to establish a contract for Wireless Data, Voice and Accessories.
 - c. Under Delaware Code, Title 29 §6933 and §6987, Participating Entity is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services, or professional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.
 - d. The requirements herein are in addition to those set forth in the Master Agreement and shall continue through August 11, 2029. AT&T and Participating Entity may extend the term of this Participating Addendum by mutual, written amendment only.
 - e. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution.
 - f. Purchasing Entities' use of the Master Agreement and this PA may be subject to the acknowledgement of the Director of Government Support Services. Issues of interpretation and eligibility for participation are solely within the authority of the State Director of Government Support Services.

- g. It will be the responsibility of the Purchasing Entity to comply with any applicable legal or regulatory provisions. By signing and entering into this Participating Addendum, the Participating Entity certifies that it has obtained all of the acknowledgements and approvals required by state or local law or regulation. Each Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

2. ADOPTION OF MASTER AGREEMENT

Participating Entity and Contractor acknowledge and agree that by entering into this PA:

- (a) Participating Entity and Contractor are bound by the terms and conditions of the Master Agreement;
- (b) the Lead State (Utah) and Contractor may amend the Master Agreement at any time; and
- (c) Participating Entity has no right to amend the Master Agreement, unless otherwise permitted by the Master Agreement and as outlined in this Participating Addendum.

3. PURCHASING ENTITIES; FINANCIAL RESPONSIBILITY

Except in the event of non-appropriation, each Purchasing Entity is financially responsible for all charges and fees incurred by it under the Agreement. Participating Entity will not be held financially responsible for any charges and fees incurred by Purchasing Entities.

4. PURCHASE ORDERS

Except as set forth herein, purchase orders must reference the PA. Upon acceptance of any such valid purchase order: (a) Contractor will be bound to the terms and conditions of the Agreement with respect to that purchase order; and (b) the corresponding Purchasing Entity will be bound by the terms and conditions of the Agreement with respect to that valid purchase order as if it was the Participating Entity including, without limitation, the obligation to pay Contractor for Services and products provided.

5. [RESERVED]

6. [RESERVED]

7. AUTHORITY

By signing below, the corresponding individuals represent 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.

8. [RESERVED]

9. ENTIRE AGREEMENT

The Agreement 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.

10. CHANGES

a. MANDATORY INSURANCE REQUIREMENTS (29 Del. C. §6929)

Contractor must obtain at its own cost and expense and keep in force and effect during the term of this Participating Addendum, including all extensions, the coverage limits specified below with a carrier rated at least A-VII by AM Best. Contractor must carry the following coverage depending on the type of service or product being delivered.

(i) Worker's Compensation in compliance with the statutory requirements of the state(s) of operation and Employer's Liability Insurance with a limit of \$1,000,000 each accident/disease/policy limit.

(ii) Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 general aggregate including products/completed operations.

(iii) Commercial Automobile Liability Insurance in the amount of \$2,000,000 combined single limit each accident for bodily injury and property damage, covering all owned, non-owned, leased and hired vehicles used in the work, providing coverage on a primary non-contributory basis.

The Contractor must carry Professional Liability including Technology Errors & Omissions with a limit of \$3,000,000 each claim and aggregate.

Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Participating Addendum, the Certificate of Insurance, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

State of Delaware
Government Support Services
Contract No: GSS20384-CELL_DATA_SVC
600 A South Bay Road
Dover, DE 19901

Nothing contained herein shall restrict or limit the Contractor's right to procure insurance coverage in amounts higher than those required by this Participating Addendum. To the extent that the Contractor procures insurance coverage in amounts higher than the amounts required by this Participating Addendum, all said additionally procured coverages will be applicable to any loss or claim.

To the extent that Contractor has complied with the terms of this Participating Addendum and has procured insurance coverage for all vehicles Leased and/or operated by Contractor as part of this Participating Addendum, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this Participating Addendum.

b. [RESERVED]

c. **SEVERABILITY**

If any term or provision of this Participating Addendum is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Participating Addendum, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

d. **[RESERVED]**

e. **[RESERVED]**

f. **STATE OF DELAWARE BUSINESS LICENSE**

Prior to commence performance under this agreement, the Contractor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application, where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P. O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone: 302-577-8778.
<http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the State of Delaware's decision to enter into this participating addendum will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

g. **EMERGENCY TERMINATION OF PARTICIPATING ADDENDUM**

1. Due to restrictions which may be established by the United States Government on material, or work, this Participating Addendum may be terminated by the cancellation of all or portions of this Participating Addendum.
2. In the event the Contractor is unable to obtain the material required to complete the items of work included in this Participating Addendum or related Purchase Order(s) because of restrictions established by the United States Government and if, in the opinion of the Participating Entity, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or this Participating Addendum and/or related Purchase Order(s) may be terminated.
3. The Purchasing Entity will reimburse Contractor for the products and/or services properly ordered and/or properly performed until the effective date of said termination (whether or not they have been fully paid for as of the date of the termination).

h. **INDEMNIFICATION**

1. **General Indemnification**

The Contractor will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Contractor's, its agents, and employees' performance work or services in connection with this Participating Addendum.

2. **Proprietary Rights Indemnification**

Contractor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the Contractor in writing, and Contractor shall defend such claim, suit or action at Contractor's expense, and Contractor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Contractor (collectively "Products") is or in Contractor's reasonable judgment is likely to be, held to constitute an infringing product, Contractor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s); Replace the product with a non-infringing equivalent that satisfies all the requirements of this Participating Addendum; or
- b. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of this Participating Addendum, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

i. **NON-PERFORMANCE**

In the event the Contractor does not fulfill its obligations under the terms and conditions of this Participating Addendum, in addition to proceeding with termination of this Participating Addendum, the Purchasing Entity may purchase equivalent product on the open market. Under no circumstances shall monies be due the Contractor in the event open market products are obtained below contract price.

j. **[RESERVED]**

k. **[RESERVED]**

l. **REQUIRED REPORTS**

One of the primary goals in administering this Participating Addendum is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of this Participating Addendum and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment A) shall be furnished in an Excel format and submitted electronically, no later than the 60th (or next business day after the 45th day) of each quarter, detailing the purchasing of all items and/or services on this Participating Addendum. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to vendorusage@delaware.gov, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the quarter, contain accurate descriptions of the products, goods or services procured, Purchasing Entity information, quantities procured, and prices paid. Reports are required monthly, including

those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of this Participating Addendum. Failure to provide the report with the minimum required information may also negate any extension clauses of this Participating Addendum. Additionally, if the Contractor is determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future agreements.

In accordance with Executive Order 49, the State of Delaware is committed to supporting its diverse business industry and population. The Contractor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this Participating Addendum. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment B.

Accurate 2nd Tier reports shall be submitted to the Participating Entity at vendorusage@delaware.gov or the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if this Participating Addendum has expired by the report due date.

m. DELAWARE ECONOMIC IMPACT

Contractor shall provide an annual report of the economic impact of their operations in Delaware. This report shall be submitted by February 15th of each calendar year and shall report on the immediately prior one full calendar year of operations.

The following basic information is required under this Participating Addendum:

- # of Delaware Locations
- # of Delaware Employees
- Annual Taxes, licenses & Fees Paid to Delaware
 - This may be payroll, franchise, service taxes, etc.
- Major Delaware Investments/ Partnerships
 - Amount paid to Major partners or Suppliers in Delaware
 - Highlight of Delaware MWBE, Veteran, Small Business (SBA criteria) and Disabled Veteran partnerships/ supply chain
 - Rent to Delaware Locations or value of Delaware real property
 - Utility Expenses paid to Delaware utilities

The report shall be submitted to contracting@delaware.gov.

n. INDEPENDENT CONTRACTORS

In addition to Section 27 of the Master Agreement, the parties to this Participating Addendum shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall

be liable for any debts, accounts, obligations, or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

o. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Contractor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Contractor for all purposes including any required compliance with the Affordable Care Act by the Contractor. Contractor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Contractor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Contractor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Contractor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Contractor will waive any separation fee provided an employee works for both the Contractor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

p. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Contractors doing business with the State are encouraged to adopt fair background check practices. Contractors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

q. CONTRACTOR BACKGROUND CHECK REQUIREMENTS

If Contractor has access to state property or will come in contact with vulnerable populations, including children and youth, it shall complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of this Participating Addendum but may provide support or off-site premises service for contract contractors. Should an individual be identified and the Contractor believes its employee's service does not represent a conflict with this requirement, may apply for a waiver Participating

Entity. The Participating Entity's decision to allow or deny access to any individual identified on a registry database is final and at the Participating Entity's sole discretion.

By Participating Entity's request, the Contractor shall provide a list of all employees serving this Participating Addendum and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of this Participating Addendum. A violation of this condition represents a violation of the terms and conditions of this Participating Addendum, and may subject the Contractor to penalty, including cancellation for cause of this Participating Addendum.

Individual Purchase Orders may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Contractor shall be responsible for the background check requirements of any authorized Subcontractor providing service to Purchasing Entity pursuant to this Participating Addendum.

r. **[RESERVED]**

s. **ORDERING PROCEDURE**

Contractor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the Contractor directly for all required resources. All consumables delivered by the Contractor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems. All Purchase Orders **must** include the State's contract number.

t. **BILLING**

Agencies will make every effort to achieve available discount opportunities under this Participating Addendum. Contractors shall be required to report semi-annually opportunities to enhance the discounts achieved.

Individual Customer: Except to the extent modified by this Participating Addendum, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms and conditions of the Master Agreement and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement, (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Agreement calculating the administrative fees.

Similarly, there exist additional solutions, added or that may be added after execution of the Master Agreement, and are offered through the Wireless Data, Voice and Accessories

contract with the Contractor. These other solutions may require Purchasing Entity review, approval and authorization as identified in the preceding paragraph. To this end, covered agencies shall engage DTI prior to order to ensure all appropriate oversight obligations have been fulfilled with regards to Delaware's technology policies. Other Participating Entities are not required to seek DTI approval but should separately consider all additional terms and conditions for any solution prior to order.

u. METHOD OF PAYMENT

As permitted in Section 17.d of the Master Agreement, the State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under this Participating Addendum and Contractor shall support the use of P-Card as payment on a monthly recurring basis only. Contractors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their pricing structure. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under this Participating Addendum. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check.

v. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the State agency that is a Purchasing Entity requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, telephone, fax or State of Delaware's credit card shall serve as the authorization to proceed with work in accordance with the work specifications and the special instructions, once it is received by the Contractor. All non-state associated Participating Entities are required to execute a Participating Entity Addendum.

w. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#).

Every AT&T employee who may perform work under this Agreement is compensated according to the terms of either a collective bargaining agreement (CBA) or a written compensation policy. AT&T is required to pay each AT&T employee pursuant to bargained or non-bargained employment guidelines. AT&T will at all times in the performance of the work comply with and provide the safeguards required by Federal, State and local laws, and applicable state labor laws and the regulations and standards issued thereunder. Any work performed by AT&T on the premises of Purchasing Entity will be performed in accordance with these laws and standards.

x. [RESERVED]

y. DISPUTE RESOLUTION

Except for disputes related to charges (see Master Agreement, Attachment AA, 9.1, and at the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Participating Addendum promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Participating Addendum. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in

arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, Government Support Service selects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Participating Addendum shall be submitted to mediation by a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. Government Support Services reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

z. [RESERVED]

aa. TERMINATION OF P.O.

As a central contract, this Participating Addendum shall include individual orders from state agencies and other entities authorized by law to procure from this Participating Addendum. The individual orders may be terminated as follows:

1. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. However, Contractor shall have the right to cure within thirty days of receipt of written notice from state agencies or other authorized entities. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

2. Termination for Convenience

The Purchasing Entity may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Purchasing Entity.

bb. TERMINATION OF PARTICIPATING ADDENDUM

As a central contract, this Participating Addendum may be terminated as follows by Government Support Services.

1. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Participating Addendum, or if the Contractor violates any

of the covenants, agreements, or stipulations of this Participating Addendum, the State shall thereupon have the right to terminate this Participating Addendum by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Participating Addendum shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of this Participating Addendum cancellation notice from the State, the Contractor shall have not less than thirty (30) days to provide a written response and may identify a method(s) to resolve the violation(s). The Contractor's response shall not affect or prevent this Participating Addendum cancellation unless the State provides a written acceptance of the Contractor's response. If the State does accept the Contractor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Contractor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Contractor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Contractor's proposed action plan and proceed with the original Participating Addendum cancellation timeline.

2. Termination for Convenience

The State may terminate this Participating Addendum at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

cc. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this Participating Addendum shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Participating Addendum; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Participating Addendum. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

dd. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this Participating Addendum shall not be effective, and no party shall be bound by the term of this Participating Addendum, unless and until a valid executed purchase order has been approved by the State of Delaware Secretary of Finance, and all reasonable procedures of the State of Delaware Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

ee. [RESERVED]

ff. AUDIT ACCESS TO RECORDS

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Participating Addendum to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, copies of such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make copies of such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under this Participating Addendum. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Participating Addendum. The cost of any audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the Contractor's own resources and not charged to this Participating Addendum or Purchase Order cost or cost pools indirectly charging costs.

gg. IRS 1075 Publication (If Applicable).

(i) Performance

In performance of this Participating Addendum, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.

The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Participating Addendum. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Participating Addendum. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this Participating Addendum will be subcontracted without prior written approval of the IRS.

The Contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.

The Agency will have the right to void this Participating Addendum if the Contractor fails to provide the safeguards described above.

The Contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

(ii) Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Participating Addendum. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Participating Addendum. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractor must maintain its authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractor must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

(iii) Inspection

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this Participating Addendum for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

hh. SUBCONTRACTORS

Subcontracting is permitted under this Participating Addendum. However, every subcontractor, authorized representative or reseller shall be identified (Attachment E) and agreed to in writing by the State or as are specifically authorized in writing by the Participating Entity during the performance of the Agreement. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Contractor shall be responsible for compliance by the subcontractor or reseller with all terms, conditions and requirements of the Agreement and with all local, State and Federal Laws. The Contractor shall be liable for any noncompliance by any subcontractor or reseller. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

ii. CONTRACTOR EMERGENCY RESPONSE POINT OF CONTACT

The Contractor shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the Contractor.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the

Contractor to address the immediate needs of the State, even if not contemplated under the original Participating Addendum. Payments are subject to appropriation and other payment terms.

jj. POTENTIAL CONTRACT OVERLAP

Contractors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded that overlap this Participating Addendum.

kk. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of this Participating Addendum if deemed in the best interest of the State.

II. CONFIDENTIALITY AND DATA INTEGRITY

The Contractor is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT in support of this contract, if/when the contractor personnel are required to access State facilities, State owned systems or State owned data; Attachment F attached, and made a part of this agreement. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

mm. SECURITY

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure.

11. DOCUMENT EXECUTION.

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to Contractor. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (contractor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

12. PRIMARY CONTACTS.

The primary government contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State, Utah

Contact:	Nick Hughes
Address:	3140 State Office Building Salt Lake City, Utah
Phone:	801-957-2019
Email:	nhughes@utah.gov

Contractor, AT&T

Contact: Mark Flister
Address: 7125 Columbia Gateway Drive
Suite 210
Columbia, MD 21046
Phone: 410-336-1336
Email: Mark.Flister@att.com

Participating Entity - Delaware, Government Support Services

Contact: Lisa Murphy
Address: 600 A. South Bay Road, Dover, DE 19901
Phone: 302-857-4555
Fax: 302-739-3779
Email: Lisa.Murphy@delaware.gov

13. ATTACHMENTS.

The following documents are made part of this Agreement

Attachment A: Delaware Data Usage Terms and Conditions Agreement
Attachment B: Delaware Cloud Services Terms and Conditions Agreement
Attachment C: Sample Monthly Usage Report
Attachment D: Sample Subcontracting Quarterly Report
Attachment E: Subcontractor Information Form
Attachment F: Confidentiality (Non-Disclosure) and Integrity of Data Agreement
Attachment G: The Office of Supplier Diversity (OSD)

14. CONTRACT NUMBER.

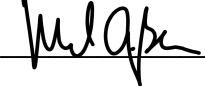
The contract number for the State of Delaware is: GSS20384-CELL_DATA_SVC.

This Participating Addendum, the Master Agreement, Number MA149, (administered by the State of Utah) together with its exhibits, 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 Participating Addendum, the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum, the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum, the Master Agreement and its exhibits, shall prevail and govern in the case of any such inconsistent or additional terms.

[TEXT ENDS HERE. SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the last date of signature below:

State of Delaware

By: 
Name: Michael Bacu
Title: Deputy Director, GSS
Date: 05/15/2025

Contractor: **AT&T Enterprises, LLC**
By: 
Name: Marianna Armstrong
Title: Contractor Contract Specialist, as signer for AT&T
Date: 8 May 2025

MD4173

Attachment A



STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

Delaware DATA USAGE TERMS AND CONDITIONS AGREEMENT

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

Contract/Agreement #/name GSS20384-CELL DATA SVC, Wireless Data, Voice and Accessories
between State of Delaware and AT&T Corp.

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU1	√	√	Data Ownership	Participating Entity shall own all right, title and in its data that is related to the services provided by the Agreement. The Contractor shall not access Participating Entity's and/or Purchasing Entities' user accounts, or data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this Agreement, or (iv) at Participating Entity's or Purchasing Entities' written request. All information obtained or generated by the Contractor under this Agreement shall become and remain property of the State of Delaware. Notwithstanding the foregoing, the Parties acknowledge and agree that any anonymized aggregate data used to maintain or improve the Services resulting from or in connection with this Agreement (collectively, "Metadata") is not subject to this §DU1.
DU2	√	√	Data Usage	Contractor shall comply with the following conditions. At no time will any information, belonging to or intended for Participating Entity and/or an applicable Purchasing Entity, be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction, unless required by law. The Contractor will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential Participating Entity and/or Purchasing Entity data to the minimum necessary to accomplish the intended purpose under this agreement. PROVIDER may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service, unless such data is anonymized and aggregated. Then such anonymized aggregate data may be used to maintain or improved the services provided. Only duly authorized Contractor staff will have access to Participating Entity's and/or a Purchasing Entity's data and may be required to obtain reasonably mutually agreed security clearance from the State. No party related to the Contractor may retain any data for subsequent use in any transaction that has not been expressly authorized by the Customer and/or the Purchasing Entity, as applicable.

DU3	✓	✓	Termination and Suspension of Service	In the event of termination of the Agreement, the Contractor shall implement an orderly return (in CSV or XML or another mutually agreeable format), or shall securely dispose of Purchasing Entity data. AT&T may retain such data as required by law, in support of the Agreement, or according to AT&T record retention program. <i>Suspension of services:</i> During any period of suspension or contract negotiation or disputes, the Contractor shall not take any action to intentionally alter, erase, or otherwise render inaccessible Participating Entity's and/or any Purchasing Entity's data. <i>Termination of any services or agreement in entirety:</i> In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data for a period of 90 days after the effective date of the termination. Within this 90-day timeframe, vendor will continue to secure and back up State of Delaware data covered under the contract. After such 90-day period, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data. Thereafter, unless legally prohibited, the Contractor shall dispose securely of all Participating Entity and Purchasing Entity data in its systems or otherwise in its possession or control, as specified herein. AT&T may retain such data as required by law, including, without limitation, HIPAA, IRS Publication 1075, PCI, and FTI, in support of the Agreement, or according to AT&T record retention program. Contractor shall retain such data in accordance with the confidentiality provisions of the Master Agreement which shall survive beyond the expiration or termination of this Agreement. Post-Termination Assistance: Participating Entity and Purchasing Entities shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
DU4		✓	Data Disposition	At the end of this engagement, Contractor will account for and return all State data in all of its forms, disk, CD / DVD, tape, paper, for example. AT&T may retain such data as required by law, including, without limitation, HIPAA, IRS Publication 1075, PCI, and FTI, in support of the Agreement, or according to AT&T record retention program. Except as previously stated, at no time shall any data or processes that belong to Participating Entity and/or Purchasing Entity or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor. When required by the Participating Entity and/or a Purchasing Entity, the Contractor shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods. Upon request, the Contractor shall provide written certificates of destruction to Participating Entity and the applicable Purchasing Entity.
DU5		✓	Data Location	The Contractor shall not store, process, or transfer any non-public Participating Entity and/or Purchasing Entity data outside of the United States, including for back-up and disaster recovery purposes. The Contractor will permit its personnel and subcontractors to access Participating Entity's and/or a Purchasing Entity's data remotely only as required to provide technical or call center support.

DU6		✓	Breach Notification and Recovery	The Contractor must promptly notify the State of Delaware of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of Participating Entity's or a Purchasing Entity's data. If data is not encrypted (<i>see DU7, below</i>), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy) by Contractor or its subcontractors. The Contractor will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the Participating Entity and/or a Purchasing Entity. Should the Contractor or its sub-contractors be liable for the breach, the Contractor shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services.
DU7		✓	Data Encryption	The Contractor shall encrypt all non-public data in transit, regardless of transit mechanism in accordance with Contractor's policies and procedures. Notwithstanding, Contractor shall encrypt all non-public data transmitted by Contractor, regardless of transit mechanism when required by law or regulation.

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the Contractor agrees to abide by the following applicable Terms and Conditions [check one]:

FOR OFFICIAL USE ONLY ☐ **DU 1 – DU 3 (Public Data Only)** OR ☐ **DU 1 – DU 7 (Non-public Data)**

Contractor Name/Address (*print*): AT&T Enterprises, LLC

208 S. Akard ST., Dallas, TX 75202

Contractor Authorizing Official Name (*print*): Marianna Armstrong

Contractor Authorizing Official Signature: *Marianna Armstrong* Date: 8 MAY 2025

Attachment B



STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

DELAWARE CLOUD SERVICES TERMS AND CONDITIONS AGREEMENT

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

XaaS Contract # GSS20384-CELL DATA SVC, Wireless Data, Voice and Accessories Appendix

between State of Delaware and AT&T Corp

	Public Data	Non Public Data	Cloud Services (CS) Terms
			Contractor must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data. Clause CS2 is mandatory for all engagements involving non-public data. Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.
CS1-A		✓	Security Standard Compliance Certifications: [RESERVED]–
CS1-B		✓	Background Checks: The Contractor will only assign employees and subcontractors who have passed a state-approved criminal background check. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract, have no convictions, pending criminal charges, or civil suits related to any crime of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the 'Purchasing Entity's information among the 'Contractor's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the Agreement and grounds for immediate termination and denial of further work with the State of Delaware.
CS1-C		✓	Sub-contractor Flowdown: The Contractor shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.
CS2		✓	Breach Notification and Recovery: The Contractor must promptly notify the Participating Entity and the involved Purchasing Entity of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of Participating Entity or the involved Purchasing Entity data. If data is not encrypted (<i>see CS3, below</i>), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy) by Contractor or its subcontractors. The Contractor will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement

	Public Data	Non Public Data	Cloud Services (CS) Terms
			Contractor must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data. Clause CS2 is mandatory for all engagements involving non-public data. Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.
			requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the Participating Entity and the involved Purchasing Entity. Should the Contractor or its contractors be liable for the breach, the Contractor shall bear all costs associated with investigation, response, and recovery from the breach. The Participating Entity and the involved Purchasing Entity shall not agree to any limitation on liability that relieves the Contractor or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State of Delaware, the Participating Entity and the involved Purchasing Entity to hold a Contractor harmless.

CS3		✓	RESERVED.
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CS4	✓	✓	Notification of Legal Requests: The Contractor shall contact the Participating entity upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the Participating Entity or any Purchasing Entity. With regard to the Participating Entity or any Purchasing Entity data and processes, the Contractor shall not respond to subpoenas, service of process, and other legal requests without first notifying the Participating Entity or any Purchasing Entity unless prohibited by law from providing such notice.
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The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the Contractor agrees to abide by the following applicable Terms and Conditions :

FOR OFFICIAL USE ONLY	☐ CS4 (Public Data) ☐ CS1-A and CS4 (Non-Public Data) OR ☐ CS1-B and CS1-C and CS4 (Non-Public Data) ☐ CS2 (Non-public Data) ☐ CS3 (SaaS, PaaS – Non-public Data)
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Contractor Name/Address (print): AT&T Enterprises, LLC
208 S. Akard ST.
Dallas, TX 75202

Contractor Authorizing Official Name (print): Marianna Armstrong

Contractor Authorizing Official Signature: *Marianna Armstrong* Date: 8 May 2025

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Contractor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to vendorusage@delaware.gov. It shall contain the six-digit department and organization code for each agency and school district.

Attachment D
SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																				
Subcontracting (2nd tier) Quarterly Report																				
Prime Name:							Report Start Date:													
Contract Name/Number							Report End Date:													
Contact Name:							Today's Date:													
Contact Phone:							*Minimum Required		Requested detail											
Vend or Name *	Vend or TaxI D*	Contra ct Name/ Numbe r*	Vend or Conta ct Name *	Vend or Conta ct Phon e*	Repo rt Start Date *	Repo rt End Date *	Amount Paid to Subcontrac tor*	Work Performed by Subcontra ctor UNSPSC	M/WB E Certifyi ng Agency	Veteran/Ser vice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Numb er	2nd tier Suppli er email	Descript ion of Work Perform ed	2nd tier Suppli er Tax Id	Dat e Pai d			

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Contractor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@delaware.gov.

Attachment E
SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY CONTRACTOR		
1. CONTRACT NO. Insert Contract Number	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

Attachment F



DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904-2407

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information. Notwithstanding the foregoing, the Parties acknowledge and agree that any anonymized aggregate data used to maintain or improve the Services resulting from or in connection with this Agreement (collectively, "Metadata") is not subject to this §DU1.

I/we, as an employee(s) of AT&T Enterprises, LLC or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data. Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement and that I/we agree to abide by the terms above.

Marianna Armstrong

Contractor Signature

Title: Contractor Contract Specialist, as signer for AT&T

Date: 8 May 2025

Contractor Name: Marianna Armstrong



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:

<https://business.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:

OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:

<https://business.delaware.gov/directory-of-certified-businesses/>

New Address for OSD:

Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://business.delaware.gov/osd/>

Dover address for the Division of Small Business

Local applicants may drop off applications here:

Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.