

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA149

Contractor: **AT&T CORP.**

Participating Entity: **STATE OF NEVADA**

1. **Scope:** This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (**Master Agreement #MA149**) for use by state agencies and other entities, as provided in Master Agreement #MA 149, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

- Category 1: Cellular Wireless Services
- Category 2: Equipment and Accessories
- Category 3: Turnkey Wireless and IoT Solutions offered as a Product
- Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1 – 2 – 3.

Participating Entity has elected to participate in All **Awarded Categories**

2. **Participation:** This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place Purchase Orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity.

3. **Participating Entity Modifications or Additions** are as follows:

- a) **Boycott of Israel:** Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- b) **Customer Friendly Catalog:** Contractor must develop, provide and maintain information to allow for online ordering capability through NevadaEPro. The Nevada Purchasing Division will work with the Contractor to determine whether a hosted or G2B Punchout platform is appropriate. More information can be found at <http://purchasing.nv.gov/vendors/DBINV/>.
- c) **Governing Law and Jurisdiction:** This PA and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties' consent to the exclusive jurisdiction of

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and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

4. **Order of Precedence:** Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and
Master Agreement #MA 149 (including Master Agreement #MA 149 Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. **Administrative Fee and Reporting:**

5.1 Administrative Fees: Master Agreement #MA 149 allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement #MA 149 pricing. Contractor agrees to provide a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) payment. The fee will be payable to the "State of Nevada Purchasing Division." The Administrative Fee will be one percent (1%) of Total CRU Wireless Spend for the preceding calendar year divided by four (4) (the "State Administrative Fee").

5.1.1 All State Administrative Fee payments shall include the contract number on the required documents. If submitting a State Administrative Fee payment for more than one contract, then a separate payment and associated documents shall be submitted by the Contractor for each contract.

5.1.2 The State will not issue an invoice for the State Administrative Fee owed to the State. It is the responsibility of the Contractor to pay the State Administrative Fee with no prompting from the State. Contractor shall pay each quarterly State Administrative Fee within forty-five (45) calendar days of quarter end (refer to Section 5.1.6).

5.1.3 The template for the required State Administrative Fee's Quarterly Administrative Fee & Usage Report (the "State Admin Fee Report") may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. The State Admin Fee Report must be submitted via email to: NVQtlyReport@admin.nv.gov

5.1.4 Contractor shall complete the State Admin Fee Report which will identify total payments (minus returns and credits) received by Contractor from Authorized Purchasing Entities that were made pursuant to this PA.

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5.1.5 Contractor shall complete the State Admin Fee Report to include at a minimum the data element information listed below:

Data Element	Description
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased.
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.

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5.1.6 Contractor shall pay the State Administrative Fee quarterly, if owed, and provide the State Admin Fee Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period End	Report Due
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

5.1.7 Contractor agrees that the Purchasing Division reserves the -right to make non-material modifications to the requested format and contents of the State Admin Fee Report by providing, thirty (30) calendar days written notice to the Contractor. Contractor also agrees that the Purchasing Division may unilaterally amend this PA, with (30) calendar days written notice to the Contractor to change the timing for submission of the State Admin Fee Report. Contractor understands and agrees that if such an amendment is issued by the Purchasing Division, the Contractor shall comply with the terms of such allowable amendment.

5.1.8 If the State Administrative Fee is not paid and the State Admin Fee Report is not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

6. Purchase Order Instructions:

Each Purchasing Entity must issue Purchase Orders hereunder that reference both Master Agreement #MA149 and the PA. Upon acceptance, any such valid Purchase Order will be deemed a sale under and governed by the terms and conditions of the Master Agreement including, without limitation, the Purchasing Entity's obligation to pay Contractor for Service, Equipment, and related Products provided. Notwithstanding the foregoing, any Purchase Order submitted that does not properly reference Master Agreement #MA 149 and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any Purchase Order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

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7. Individual Customer:

Each state agency, political subdivision or other entity placing a Purchase Order under this PA ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this PA, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of Master Agreement #MA 149; and they will have the same rights and responsibilities for their purchases as the Lead State has in Master Agreement #MA 149. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the PA, 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 contract and calculating the administrative fee.

8. Primary Contacts: The primary contact individuals for this PA are as follows (or their named successors):

Contractor

Name:	Bethani Cross
Address:	311 S Akard St., Dallas, TX 75202
Telephone:	214-679-9053
Email:	bethani.cross@att.com

Participating Entity

Name:	Teri Becker, Purchasing Officer
Address:	515 East Musser Street, Suite 300, Carson City, NV 89701
Telephone:	775-684-0178
Email:	tbecker@admin.nv.gov

9. [RESERVED]

10. Entire Agreement: This PA, and Master Agreement #MA149, together with its exhibits, set forth the entire agreement between the parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written.

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Terms and conditions of this PA may only be modified by a written amendment executed by both Participating Entity and Contractor. Contractor may make modifications to Master Agreement #MA 149 and if such modifications are materially inconsistent with, or contrary to the terms and conditions of this PA, then Participating Entity may terminate this PA. The Participating State or Entity is agreeing to the terms of Master Agreement #MA 149 only to the extent the terms are not in conflict with applicable law.

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of the Agreement has been duly authorized by all necessary parties.

The parties have executed this PA as of the date of final execution below.

Participating Entity: <i>Nevada</i>	Contractor:
Signature: <i>Kevin D. Doty</i>	Signature: <i>Jack Wildermuth</i>
Printed Name: Kevin D. Doty	Printed Name: Jack Wildermuth
Title: Administrator, Purchasing Division	Title: Senior Contract Manager
Date: <i>6/16/2020</i>	Date: June 15, 2020

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For questions on the PA or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

Contractor - email a fully executed PDF copy of this document to:

PA@naspovaluepoint.org

***To support documentation of participation and posting
in appropriate databases***