

Solicitation Detail

Please use the 'Notify Me' button to be automatically made aware of any amendments to this particular solicitation. If you would like to be electronically notified of future opportunities for this or other type commodities, you will need to register with Central Purchasing by clicking on 'Vendor Registration' link. N

Agency: Central Purchasing Division
Contract Type: Non-Mandatory Statewide

Solicitation Number: SW1012A
SW Number: SW1012A
Status: Awarded
Closing Date Status: Original

Description:
AT&T Wireless Services & Equipment

Buyer:
Glenda Caudle

Closing Date:
07/19/2021

Award Date:
07/21/2021

Contract Period Starting Date: 08/12/2022
Contract Period Ending Date: 11/11/2024

Agreement Period Starting Date: 08/01/2021
Agreement Period Ending Date: 11/11/2024

Attachments:

Attachment Title	Attachment Type	File Type	Comments
FULLY EXECUTED NASPO PA (AT&T) - signed	Contract	pdf	Contract
AT&T NASPO Pricing MA149	Price Adjustment	pdf	Price Sheet
Executed Amendment #1 of SW1012ATT FULLY EXECUTED NASPO PA (AT&T) - signed	Amendment	pdf	Amendment 1 Name Change
SW1012ATT PS7594 Exp.11.11.24	Contract	pdf	SW1012ATT PS7594 Exp.11.11.24

Attachments

Comments
SW1012, SW1012A, 1012

Solicitation Detail

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N

Agency: Central Purchasing Division
Contract Type: Non-Mandatory Statewide

Solicitation Number: EV00000217
SW Number: SW1012T
Status: Awarded
Closing Date Status: Original

Description:
T-Mobile - Wireless and Services Equipment

Buyer:
Glenda Caudle

Closing Date:
09/12/2024

Award Date:
09/12/2024

Contract Period Starting Date: 09/12/2024
Contract Period Ending Date: 09/11/2025

Agreement Period Starting Date: 09/12/2024
Agreement Period Ending Date: 09/11/2029

Attachments:

Attachment Title	Attachment Type	File Type	Comments
SW1012T Contract Summary	Other	pdf	SW1012T Contract Summary
Statewide Contract with TMobile (6548f45c01) (version 1)	Contract	pdf	SW1012T Fully Executed Contract
SW1012T PS Dispatch 2024-2025 Signed	Other	pdf	SW1012T PS Dispatch 2024-2025

Attachments

Comments
SW1012T, SW1012-T, 1012T, 1012-T, 1012

Solicitation Detail

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Agency: Central Purchasing Division
Contract Type: Non-Mandatory Statewide

Solicitation Number: SW1012U
SW Number: SW1012U
Status: Awarded
Closing Date Status: Original

Description:
US Cellular Wireless Services & Equipment

Buyer:
Glenda Caudle

Closing Date:
04/12/2024

Award Date:
04/15/2024

Contract Period Starting Date:
04/16/2024

Contract Period Ending Date:
04/14/2025

Agreement Period Starting Date:
04/16/2024

Agreement Period Ending Date:
04/15/2029

Attachments:

Attachment Title	Attachment Type	File Type	Comments
SW1012U Front Pages	Vendor	pdf	Vendor Info
FULLY EXECUTED US Cellular Contract	Contract	pdf	Vendor Contract
SW1012U US Cellular Pricing	Price Adjustment	xlsx	Vendor Pricing

Attachments

Comments

SW1012, SW1012U, 1012, 1012u, Wireless, US Cell, US Cellular, Wireless Services, Cell, Cellular, Tablet

Solicitation Detail

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Agency: Central Purchasing Division
Contract Type: Non-Mandatory Statewide

Solicitation Number: SW1012V
SW Number: SW1012V
Status: Awarded
Closing Date Status: Original

Description:
Verizon Wireless Services & Equipment

Buyer:
Glenda Caudle

Closing Date:
09/14/2020

Award Date:
11/18/2020

Contract Period Starting Date: 08/12/2022
Contract Period Ending Date: 11/11/2024

Agreement Period Starting Date: 01/20/2021
Agreement Period Ending Date: 11/11/2024

Attachments:

Attachment Title	Attachment Type	File Type	Comments
SW1012V Front Pages	Vendor	pdf	Vendor Info
FULLY EXECUTED SW1012 Verizon PA w Attach Ex 1 - signed	Contract	pdf	Contract
Verizon Attachment G Pricing	Price Adjustment	xlsx	Verizon Pricing
SW1012V Addendum #1 9-17-21	Addendum	pdf	Contract Renewal
SW1012V Addendum #2 9-29-21	Addendum	pdf	Lockbox Options
SW1012V Addendum #3 8-15-22	Addendum	pdf	Contract Renewal
SW1012V Addendum #4 10-31-22	Addendum	pdf	New PS Contract
SW1012V Addendum #5 6.15.2023	Addendum	pdf	Updated Contracting Officer POC
SW1012V Addendum #6 8.3.2023	Addendum	pdf	Contract Renewal
Updated Vendor POC	Vendor	jpg	Updated Vendor POC for all quotes, customer service, etc.: Josiah Crawford; (918) 370-0774; josiah.crawford@verizonwireless.com
Statewide Contract Addendum 7	Addendum	pdf	

SW1012T PS Dispatch 2024-2025 Unsigned

Final Audit Report

2024-09-18

Created:	2024-09-18
By:	Barry Timberlake (Barry.Timberlake@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq6fxTh1bvk8HWehYiNk_tiqro8nNJkaj

"SW1012T PS Dispatch 2024-2025 Unsigned" History

-  Document created by Barry Timberlake (Barry.Timberlake@omes.ok.gov)
2024-09-18 - 12:44:22 PM GMT
-  Document emailed to Jason LaPierre (jason.lapierre@omes.ok.gov) for signature
2024-09-18 - 12:44:43 PM GMT
-  Email viewed by Jason LaPierre (jason.lapierre@omes.ok.gov)
2024-09-18 - 6:54:43 PM GMT
-  Document e-signed by Jason LaPierre (jason.lapierre@omes.ok.gov)
Signature Date: 2024-09-18 - 6:54:51 PM GMT - Time Source: server
-  Agreement completed.
2024-09-18 - 6:54:51 PM GMT



Official signed contract documents are on file with OMES Central Purchasing.

Contract title: Wireless Services & Equipment

Contract Number: SW1012T

Date of Contract issuance: 9/12/2024

Contract period: 9/12/2024 through 9/11/2025

Agreement period: 9/12/2024 through 9/11/2029

Type of contract: Mandatory Non-Mandatory

OMES Central Purchasing contact: Glenda Caudle

Title: Category Manager

Phone: (405) - 522 - 1739

Email: glenda.caudle@omes.ok.gov

Supplier name: T-Mobile

Supplier ID #: 403877

Contract ID #: 7557

Supplier Point of Contact: Tom Weaver

Supplier address: 12920 SE 38th Street

City: Bellevue

State: WA

Zip Code: 98006 -

Phone #: 1 - - -

Email: Tom.Weaver@T-Mobile.com

Contract Overview:

Authorized Users: All state departments, boards, commissions, agencies, and institutions, in addition to counties, school districts and municipalities which may avail themselves of this contract.

How to order:

Available Brands:

Available Products and Services:

Authorized Dealer/Reseller(s):

Supplier name:

Supplier ID #:

Contract ID #:

Supplier Point of Contact:

Supplier address:

City:

State:

Zip Code:

-

Phone #: 1 - - -

Email:

Supplier name:

Supplier ID #:

Contract ID #:

Supplier Point of Contact:

Supplier address:

City:

State:

Zip Code:

-

Phone #: 1 - - -

Email:

Term & Section	Language
<p>Attachment B State of Oklahoma General Terms (Section 11, Confidentiality, Subsection 11.3, pg. 14)</p>	<p>Subsection 11.3 is modified as follows:</p> <p>11.3 Supplier shall report to the Customer within twenty four (24) hours any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of up to two (2) years, all notice-related costs and toll free telephone call center services.</p>
<p>Attachment B State of Oklahoma General Terms Section 11, Confidentiality, Subsection 11.4, pg. 14)</p>	<p>Subsection 11.4 is modified as follows:</p> <p>11.4 Supplier further agrees to employ commercially reasonable safeguards against a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.</p>
<p>Attachment B State of Oklahoma General Terms (Section 11, Confidentiality, Subsection 11.6, pg. 15)</p>	<p>Subsection 11.6 is modified as follows:</p> <p>11.6 The Supplier shall exercise commercially reasonable efforts to, within forty-eight (48) hours, forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request. Notwithstanding anything to the contrary, nothing in this Section 11.6 shall apply to Supplier's release of data or records in response to lawful U.S. process and/or as may be required by state and federal law.</p>

Term & Section	Language
Attachment B State of Oklahoma General Terms (Section 11, Confidentiality, pg. 15)	<p>Section 11 is modified to add the following paragraph at the end:</p> <p>During the Term and for two (2) years after the expiration or termination of this Agreement, and subject to section 11.7 above, the State and/or Customer(s) receiving Supplier Confidential Information (“Receiving Party”) will retain such Supplier Confidential Information in confidence pursuant to this section. A Receiving Party will not use any Supplier Confidential Information disclosed under the Contract for any purpose other than the fulfillment of the Contract (which includes: (a) preventing fraud, security incidents, and illegal or unauthorized activity; and (b) complying with applicable laws or regulations). Each Receiving Party will protect Supplier Confidential Information and take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each Receiving Party will also notify Supplier promptly in writing in the event such Receiving Party learns of any unauthorized use or disclosure of any Supplier Confidential Information and will cooperate in good faith to remedy such occurrence to the extent reasonably possible.</p>
Attachment B State of Oklahoma General Terms Section 13, Assignment and Permitted Subcontractors, Subsection 13.3, pg. 16)	<p>Subsection 13.3 is modified as follows:</p> <p>13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall certify that the Supplier and subcontractor executed a written agreement setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons. Notwithstanding any language to the contrary, any of Supplier’s third-party vendors that are listed in a mutually agreed to Contract Document (for example, pricing lists) are deemed to be approved by the State.</p>
Attachment B State of Oklahoma General Terms Section 13, Assignment and Permitted Subcontractors, Subsection 13.5, pg. 17)	<p>Subsection 13.5 is modified as follows:</p> <p>13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities with written notice to Supplier.</p>

Term & Section	Language
<p>Attachment B State of Oklahoma General Terms Section 14, Background Checks and Criminal History Investigations, pg. 17</p>	<p>Section 14 is modified as follows:</p> <p>14 Prior to the commencement of any services, background checks and criminal history investigations of the Supplier’s employees and subcontractors who will be providing services may be required and, if so, Supplier will verify that such checks and investigations are complete prior to any subcontractor beginning services under this contract. . Supplier’s access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier’s normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not verify the results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.</p>
<p>Attachment B State of Oklahoma General Terms Section 15, Patents and Copyrights, pg. 17</p>	<p>Section 15 is modified as follows:</p> <p>15. Patents and Copyrights</p> <p>Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party succeed in a claim that any portion of a product or service provided by Supplier under the Contract infringes that party’s patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier’s duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.</p>

Term & Section	Language
Attachment B State of Oklahoma General Terms Section 16, Indemnification, Subsection 16.1, paragraph B, pg. 18)	<p>Subsection 16.1(B) is modified as follows:</p> <p>B. To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier as set forth in an mutually agreed settlement schedule.</p>
Attachment B State of Oklahoma General Terms Section 16, Indemnification, Subsection 16.5, paragraph B, pg. 20)	<p>Subsection 16.5 (“Limitation of Liability”), paragraph B is deleted in its entirety and replaced as follows:</p> <p>B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE LIABILITY OF SUPPLIER TO THE STATE OR ANY OTHER CUSTOMER AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE EXCLUSIVE REMEDY AVAILABLE, FOR ANY AND ALL CLAIMS, SUITS, DAMAGES, INJURY, AND LOSSES INDIVIDUALLY AND IN THE AGGREGATE ARISING FROM OR RELATED TO THE CONTRACT INCLUDING THE SERVICE, PRODUCTS AND THE NETWORK (“CLAIM”) IS LIMITED TO AN AMOUNT THAT WILL NOT EXCEED THE GREATER OF: (i) THE MONTHLY RECURRING CHARGES ACTUALLY PAID BY CUSTOMER IN THE THREE-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE FOR THE APPLICABLE SERVICE, OR (ii) TEN MILLION DOLLARS (\$10,000,000). THE EXISTENCE OF MULTIPLE CLAIMS UNDER OR RELATED TO THIS CONTRACT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. THE PARTIES AGREE THAT INCLUSION OF THIS SECTION WAS A MATERIAL CONSIDERATION TO ENTER THIS CONTRACT. THIS LIMITATION WILL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY OR ALL PARTS OF THE LIMITATION ON DAMAGES.</p>
Attachment B State of Oklahoma General Terms Section 18, Termination for Cause, Subsection 18.2, pg. 21)	<p>Subsection 18.2 is modified as follows:</p> <p>18.2 The State may terminate the Contract in whole or in part by issuing a written notice to Supplier identifying the reason for termination and providing a cure period of at least five (5) business days if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier’s performance or obligations under the Contract; (ii) Supplier’s material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.</p>

Term & Section	Language
Attachment B State of Oklahoma General Terms (Section 25, Notices, pg. 25)	<p>Section 25 is modified as follows:</p> <p>Paragraph 25 is modified by adding the following at the end of the existing text:</p> <p><u>If sent to Supplier:</u> T-Mobile USA, Inc. 12920 S.E. 38th Street Bellevue, WA 98006 ATTN: Vice President, T-Mobile for Government</p> <p><u>With an email copy to:</u> Legal_Government_Contracts@T-Mobile.com</p>
Attachment B State of Oklahoma General Terms Section 26, Miscellaneous, Subsection 26.4, pg. 26	<p>Subsection 26.4 is modified as follows:</p> <p>26.4 Transition Services</p> <p>If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis (up to a maximum of ninety (90) days after such expiration or termination unless otherwise agreed in writing by the State and Supplier), at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan.</p>
Attachment B State of Oklahoma General Terms Section 26, Miscellaneous, Subsection 26.7, pg. 27)	<p>Subsection 26.7 is modified as follows:</p> <p>26.7 Failure to Enforce</p> <p>Failure by the State, Supplier, or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State, Supplier, or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.</p>
Attachment B State of Oklahoma General Terms (Section 26, Miscellaneous, Subsection 26.8, paragraph D, pg. 27)	<p>Subsection 26.8(D) is modified as follows:</p> <p>D. The Customer and Supplier shall reasonably cooperate with each other and any successor supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.</p>

Term & Section	Language
Attachment B State of Oklahoma General Terms Section 26, Miscellaneous, Subsection 26.13, pg. 28	<p>Subsection 26.13 is modified as follows:</p> <p>26.13 Survival As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract and prior to the expiration of the Term under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.</p>
Attachment C Oklahoma Statewide Contract Terms Section 1, Statewide Contract Type, Subsection 1.1, pg. 1	<p>Subsection 1.1 is modified as follows:</p> <p>1.1 The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by (i) any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; (ii) a state, county or local governmental entity in its state of origin; (iii) entities authorized to utilize contracts by the State via a multistate or multigovernmental contract; and (iv) non-profit organizations, to the extent permitted by applicable law.</p>
Attachment C Oklahoma Statewide Contract Terms Section 2, Orders and Addendums, Subsection 2.3, pg. 1	<p>Subsection 2.3 is modified as follows:</p> <p>2.3 Additional terms added to a Contract Document by a Customer shall be effective (but only as to that Customer) if the additional terms do not conflict with the General Terms and are expressly agreed to in writing by Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.</p>
Attachment C Oklahoma Statewide Contract Terms Section 3, Termination for Funding Insufficiency, pg. 2)	<p>Section 3 is modified as follows:</p> <p>3. Termination for Funding Insufficiency</p> <p>In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism upon fifteen (15) days' advance written notice to Supplier if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.</p>

Term & Section	Language
<p>Attachment C Oklahoma Statewide Contract Terms Section 4, Termination for Cause, pg. 2</p>	<p>Section 4 is modified as follows:</p> <p>4. Termination for Cause</p> <p>In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier’s activities under the Contract by issuing a written notice to Supplier identifying the reason for termination and providing a cure period of at least five (5) business days if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier’s material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.</p>
<p>Attachment C Oklahoma Statewide Contract Terms Section 6, Contract Management Fee and Usage Report, Subsection 6.1, pg. 2</p>	<p>Subsection 6.1 is modified as follows:</p> <p>6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier’s billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days’ written notice to Supplier without further requirement for an Addendum (and Supplier may adjust its pricing as agreed to in writing by both parties to account for any such change).</p>
<p>Attachment C Oklahoma Statewide Contract Terms Section 6, Contract Management Fee and Usage Report, Subsection 6.4, pg. 3)</p>	<p>The following statements are added to the end of subsection 6.4:</p> <p>Each Customer agrees that Supplier may provide reports to the State consisting of the information identified in paragraph 6.3.v above in connection with the reporting requirements of that section.</p> <p>State acknowledges that Supplier may exclude from such reporting any information classified as Personally Identifiable Information (PII) or Customer Proprietary Network Information (CPNI).</p>
<p>Attachment D State of Oklahoma Information Technology Terms (Section 1, Definitions)</p>	<p>The following term and corresponding definition is added to Attachment D, Section 1 (“Definitions”):</p> <p>CPNI means Customer Proprietary Network Information as defined in 222(h)(1) of the Communications Act of 1934, as amended, 47 U.S.C. 222(h)(1). In general, CPNI includes certain information that Supplier acquires about subscriber phone calls, including, but not limited to time, date, duration, and destination number of each call.</p>

Term & Section	Language
<p>Attachment D State of Oklahoma Information Technology Terms (Section 3, Compliance and Electronic and Information Technology Accessibility, pg. 3)</p>	<p>Section 3 is modified as follows:</p> <p>3 Compliance and Electronic and Information Technology Accessibility</p> <p>State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards (“Standards”) set forth at https://oklahoma.gov/omes/services/information-services/is/policies-and-standards/accessibility-standards.html. Supplier shall provide a Voluntary Product Accessibility Template (“VPAT”) or other comparable document describing accessibility compliance via a URL linking to the VPAT or such other document and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required, and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.</p> <p>All representations contained in the VPAT or other comparable document provided as stated above will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.</p>
<p>Attachment D State of Oklahoma Information Technology Terms (Section 5, Offshore Services, pg. 4)</p>	<p>Section 5 is modified as follows:</p> <p>5 Offshore Services</p> <p>No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State’s sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier such as help desk services, system maintenance, and order processing review may be located and performed outside the United States and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.</p>

Term & Section	Language
<p>Attachment D State of Oklahoma Information Technology Terms (Section 6, Compliance with Technology Policies, pg. 4)</p>	<p>Subsection 6.1 is modified as follows:</p> <p>Section 6.1 Supplier has implemented, and will maintain during the term of this Agreement, a flexible cybersecurity program that leverages best practices from Supplier’s industry experience and that is in compliance with the NIST Cybersecurity Framework. As applicable, the Supplier agrees to adhere to the State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at Information Security Policy, Procedures, Guidelines (oklahoma.gov). In the event a change to the State’s Information Security Policy, Procedures, and Guidelines implemented after the Effective Date of the Agreement has a material adverse effect on Supplier, Supplier may terminate this Agreement for convenience by providing the State with 30 days’ prior written notice.</p> <p>Supplier’s employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at https://oklahoma.gov/omes/services/information-services/is/policies-and-standards.html.</p>
<p>Attachment D State of Oklahoma Information Technology Terms (Section 6, Compliance with Technology Policies, pg. 4)</p>	<p>Subsection 6.2 is modified as follows:</p> <p>6.2 To the extent applicable to the services State purchases from Supplier, Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. As applicable, the confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.</p>
<p>Attachment D State of Oklahoma Information Technology Terms (Section 6, Compliance with Technology Policies, pg. 4)</p>	<p>Subsection 6.3 is modified as follows:</p> <p>6.3 To the extent that Supplier has access to, possession of, or control of CJIS data, Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.</p>
<p>Attachment D State of Oklahoma Information Technology Terms (Section 7, Emerging Technologies, pg. 5)</p>	<p>Section 7 is modified as follows:</p> <p>7 Emerging Technologies</p> <p>The parties reserve the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology and the emerging technology is within the scope of this Contract or the State determines it is warranted to add such technology.</p>

Term & Section	Language
Attachment D State of Oklahoma Information Technology Terms (Sec. 8, Extension Right, pg. 5)	<p>Section 7 is modified as follows:</p> <p>8 Extension Right</p> <p>Section 8 (“Extension Right”) is modified as follows:</p> <p>In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State. Notwithstanding the foregoing, the Contract will not be extended beyond the two ninety-day extensions permitted by section 1.4 of Attachment B (State of Oklahoma General Terms) without the written agreement of both parties.</p>

Term & Section	Language
<p>Attachment D State of Oklahoma Information Technology Terms (Sec. 11, Ownership Rights, p 6)</p>	<p>Section 11 is modified as follows:</p> <p>State and Supplier agree that Supplier is not planning to provide Customer customized computer software developed or modified exclusively for a state agency or the State. Should Supplier and State explicitly agree, in writing, to the acquisition of customized computer software developed or modified exclusively, then the following terms will apply: any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.</p> <p>Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.</p> <p>In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.</p> <p>Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.</p> <p>If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.</p>

Term & Section	Language
Attachment D State of Oklahoma Information Technology Terms (Section 12, Intellectual Property Ownership, pg. 7)	<p>Section 12 is modified as follows:</p> <p>Section 12 (Intellectual Property Ownership") shall include the following language to the beginning of the clause.</p> <p>State and Supplier agree that Supplier is not planning to provide Customer customized computer software developed or modified exclusively for a state agency or the State. Should Supplier and State explicitly agree, in writing, to the acquisition of customized computer software developed or modified exclusively, then the following terms will apply:</p>
Attachment D State of Oklahoma Information Technology Terms (Sec.13, Hosting Services, pg. 9)	<p>Subsection 13.2 is modified as follows:</p> <p>13.2. If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Data Breach =, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.</p>
Attachment D State of Oklahoma Information Technology Terms (Sec.15, Service Level Deficiency, pg. 9)	<p>Section 15 (“Service Level Deficiency”) is deleted in its entirety.</p>
Attachment D State of Oklahoma Information Technology Terms Appendix 1 to State of Oklahoma Information Technology Terms (Section A, Customer Data, Subsection 2, pg. 11)	<p>Appendix 1 Section A Subsection 2 is modified as follows:</p> <p>2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer’s use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer’s prior approval, which shall not be unreasonably withheld, of Supplier’s proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval. The Supplier may, without breaching this Section, disclose Customer Data to the extent required to comply with a court order or applicable law. Nothing in this Section will be construed to require notice of legal or valid law enforcement requests that compel release of CPNI or Customer Data. When responding to such lawful process, the Supplier will disclose only such information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Customer Data that is so disclosed.</p>

Term & Section	Language
<p>Attachment D State of Oklahoma Information Technology Terms Appendix 1 to State of Oklahoma Information Technology Terms (Section D, Security Incident or Data Breach)</p>	<p>Appendix 1 Section D is modified as follows:</p> <p>D. Data Breach Notification: Supplier shall inform Customer of any Data Breach.</p> <p>D.1. Supplier may need to communicate with outside parties regarding a Data Breach , which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Data Breach involves Customer Data, Supplier will coordinate with Customer prior to any such communication.</p> <p>D.2. Supplier shall report a Data Breach to the Customer identified contact set forth herein within twenty four (24) hours of discovery of the Data Breach or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).</p> <p>D.3.a. Maintain processes and procedures to identify, respond to and analyze Data Breaches;</p> <p>D.3.c. Mitigate, to the extent practicable, harmful effects of Data Breaches that are known to Supplier; and</p> <p>D.3.d. Document all Data Breaches and their outcomes.</p> <p>D.4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.</p>
<p>Attachment D-1 Information Security Requirements (Section 1, General Information Security Requirements, Paragraphs d, pg. 1)</p>	<p>Section 1 is modified as follows:</p> <p>As applicable, Contractor or its subcontractors agree to adhere to the State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at: https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf. <u>In the event a change to the State’s Information Security Policy, Procedures, and Guidelines implemented after the Effective Date of the Agreement has a material adverse effect on Supplier, Supplier may terminate this Agreement for convenience by providing the State with 30 days’ prior written notice.</u></p>
<p>Attachment D-1 Information Security Requirements (Section 2, HIPAA Requirements, paragraphs a through i, pgs. 1-6)</p>	<p>Section 2 (“HIPAA Requirements”) shall include the following language to the beginning of Section 2:</p> <p>T-Mobile should not have access to any Protected Health Information (PHI) pursuant to Contractor's provisions of wireless services and equipment to the State of Oklahoma; however, if T-Mobile does have access to any Protected Health Information (PHI) pursuant to this Contract the following terms shall apply:</p>

Term & Section	Language
Attachment D-1 Information Security Requirements (Section 3, 42 C.F.R. Part 2 Related Provisions, subsection c Data Destruction, pg. 8)	Section 3 Subsection c is modified as follows: c. <u>Data Destruction</u> . Contractor agrees to, when applicable and to the extent within Contractor's control, follow State of Oklahoma agency policies regarding secure data destruction, except where Oklahoma agency policies conflict with applicable law.

ATTACHMENT F1

STATE OF OKLAHOMA CONTRACT WITH T-MOBILE USA, INC.

RESULTING FROM SOLICITATION NO. EV00000217

Template for Contract Modifications for Quotes, Statements of
Work, or other Ordering Documents

The parties agree to use this template as the process to formally approve any terms, conditions or clauses that are to supersede the terms and Conditions in the Contract for purposes of the applicable quote, statement of work or other ordering document.

Contract Modifications for Quote, Statement of Work, or other Ordering Document

Solely for purposes of this ordering document, the terms and conditions of the Contract are hereby amended as set forth below. This amendment is considered an Addendum.

RFP Section	Exception/Additional Terms

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

T-MOBILE USA, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The [INSERT AGENCY NAME] is additionally executing this document to memorialize its involvement in negotiation of and its agreement with the terms of this document.

By: _____

Name: _____

Title: _____

Date: _____



Official signed contract documents are on file with OMES Central Purchasing.

Contract title: Wireless Services & Equipment

Contract Number: SW1012U

Date of Contract issuance: 04/16/2024

Contract period: 04/16/2024 through 04/14/2025

Agreement period: 04/16/2024 through 04/14/2029

Type of contract: Mandatory Non-Mandatory

OMES Central Purchasing contact: Marc Brown **Title:** Contracting Officer

Phone: (405) - 521 6669 **Email:** Marc.Brown@omes.ok.gov

Supplier name: USCOC of Greater OK dba US Cellular

Supplier ID #: 0000524644 **Contract ID #:** 7350

Supplier Point of Contact: Gary DeShazer

Supplier address: 8420 Bryn Mawr Ave.

City: Chicago

State: IL

Zip Code: 60631 - 3479

Phone #: 1 - 405 - 220 - 2188

Email: Gary.Deshazer@uscellular.com

Contract Overview:

Statewide contract offering wireless services and equipment (non-mandatory)

Authorized Users: All state departments, boards, commissions, agencies, and institutions, in addition to counties, school districts and municipalities which may avail themselves of this contract.

How to order:

Contact vendor and request a quote referencing SW1012U. If quote is amenable, follow your internal purchasing procedures.

Available Brands:

US Cellular

Available Products and Services:

Wireless voice and data. Wireless accessories. Turnkey Solutions.

Authorized Dealer/Reseller(s):

N/A



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH US CELLULAR

This State of Oklahoma **Statewide Contract No. 1012** - Wireless Services and Equipment (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and **USCC Services, LLC DBA USCellular** (“Supplier”) and is effective as of the date of last signature to this Contract. The initial term of the Contract shall be for one (1) year with four (4) one-year options to renew.

Purpose

The State is awarding this Contract to Supplier for the provision of Wireless Voice and Data Services included within the four (4) categories below to provide Oklahoma agencies and affiliate customers an effective and efficient way to obtain a variety of wireless products and services., as more particularly described in certain Contract Documents. Supplier submitted a proposal containing exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to the negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation No. 0000000217, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Contract Terms, Attachment C;
 - 2.4. Information Technology Terms, Attachment D;
 - 2.5. Information Security Requirements, Attachment D-1;
 - 2.6. Pricing, Attachment E-1;
 - 2.7. Value Add, Attachment E-2;
 - 2.8. Master Service Agreement, Attachment E-3; and
 - 2.9. Negotiated Exceptions to Contract, Attachment F.
3. The parties additionally agree:

Oklahoma SW1012 Wireless

All pricing provided must be stated on terms of the percent discount from current retail prices.
 Pricing should include all proposed service plans, costs for service (one-time and recurring), features included in proposed plan, optional features that can be added to service plans.
 Bidders should state if there are fees for activation/deactivation, equipment upgrades, or mobile number portability.
 Additional charges should include costs for roaming, long distance or other costs not included in the monthly charges.
 Bidders must disclose all government mandated telecommunications fees, surcharges, assessments, etc. that may be charged to the State or its customers for each service proposed.

CATEGORY 1 - Wireless Voice and Data

Pricing Scenario		Subsidized Discounted Basic Monthly Service Rate and Service Details without Fees.	Unsubsidized Discounted Basic Monthly Service Rate and Service Details without Fees.
1	Smartphone - unlimited data, voice & messaging *monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G/5G data *device must be no older than one generation removed from most current model if subsidized. *plan includes unlimited messaging from the US to other countries	\$39.99 Government Only UNL Voice Msg Data: • Unlimited talk and text • Unlimited data (100GB heavy user policy) • Includes Hotspot/Tethering	\$39.99 Government Only UNL Voice Msg Data: • Unlimited talk and text • Unlimited data (100GB heavy user policy) • Includes Hotspot/Tethering
2	Unlimited Data Plans (no Throttling) that are used by First Responders *monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G/5G data *plan includes unlimited messaging from the US to other countries	\$39.99 Government Only UNL Data Connected Device: • Unlimited data • Includes Hotspot/Tethering	\$39.99 Government Only UNL Data Connected Device: • Unlimited data • Includes Hotspot/Tethering
3	Tablet - 1 Gig of data *monthly rate covers 1 user / plan for network access, unlimited mobile hot spot and at least 1 Gig of 4G/5G data *data must contribute to overall account pool	\$15.00 - non-Subsidy Public Sector Pooled - Connected Device: • 1GB of data included • Additional data buckets available for fee • Includes Hotspot/Tethering	\$10.00 - non-Subsidy Public Sector Pooled - Connected Device: • 1GB of data included • Additional data buckets available for fee • Includes Hotspot/Tethering

Wireless Voice and Data Plans Only - add rows as necessary

Description/Features	Published Rate	% Discount Off Published Rates	Oklahoma Rate	Minutes/Data Included
First Responder - Smartphone				
One Time Charges			\$39.99	• Unlimited data (no throttle) • Includes Hotspot/Tethering
Recurring Charges			\$39.99	
Additional Charges			Tax/Fee/Surcharge, as applicable (below)	
Optional Features			N/A	
Government Only UNL Data Connected Device				
One Time Charges			\$39.00	• Unlimited data (100GB heavy user policy) • Includes Hotspot/Tethering
Recurring Charges			\$39.00	
Additional Charges			Tax/Fee/Surcharge, as applicable (below)	
Optional Features			N/A	
Public Sector Pooled - Basic Phone				
One Time Charges			See equipment table	
Recurring Charges			\$23.00	• Unlimited talk and text • Data buckets available for additional fee • Data buckets include Hotspot/Tethering
Additional Charges			Tax/Fee/Surcharge, as applicable (below)	
Optional Features			N/A	
Public Sector Pooled - Smartphone				
One Time Charges			\$25.00 - Subsidy	• Unlimited talk and text • Data buckets available for additional fee • Data buckets include Hotspot/Tethering
Recurring Charges			\$15.00 - non-Subsidy	
Additional Charges				
Optional Features				

One Time Charges		See equipment table				
Recurring Charges		\$25.00 - Subsidy				
Additional Charges		\$15.00 - non-Subsidy				
Optional Features		Tax/Fee/Surcharge, as applicable (below)				
		N/A				<ul style="list-style-type: none"> • Unlimited talk and text • Data buckets available for additional fee • Data buckets include Hotspot/Tethering
Public Sector Pooled - Basic Phone		\$15.00 - Subsidy				
One Time Charges		\$10.00 - non-Subsidy				
Recurring Charges		See equipment table				
Additional Charges		\$15.00 - Subsidy				
Optional Features		\$10.00 - non-Subsidy				
		Tax/Fee/Surcharge, as applicable (below)				
		N/A				<ul style="list-style-type: none"> • 25GB of premium network data • Ineligible for equipment discounting
Unlimited Data Tablet Plan		See equipment table				
One Time Charges					\$25.00	
Recurring Charges					\$25.00	
Additional Charges		Tax/Fee/Surcharge, as applicable (below)				
Optional Features		N/A				<ul style="list-style-type: none"> • No monthly access fee • PAYGO rates apply for voice, text, and data
Government PAYGO Plan		See equipment table				
One Time Charges					\$0.00	
Recurring Charges					\$25.00	
Additional Charges						<ul style="list-style-type: none"> • \$0.05/minute voice • \$0.10/text • \$1.95 - directory assistance
Optional Features		Tax/Fee/Surcharge, as applicable (below)				<ul style="list-style-type: none"> • \$10./mo - Unlimited Mobile to Mobile • \$10./mo - Unlimited Incoming • \$4.95 - Text Messaging 250 • \$9.95 - Text Messaging 750 • \$14.95 - Unlimited Text Messaging • \$19.95 - Unlimited Family Text Messaging • \$19.95 - Unlimited Txt/Pix/Vid Messaging • \$19.95 - Unlimited Txt/Pix/Vid Messaging • \$1.10/text for any messages over plan allowance • \$24.95 - 5GB Smartphone Data (\$9./GB overage) • \$26.95 - Unlimited (22GB) Smartphone Data

Telecommunication Taxes, Fees, and Surcharges - add rows as necessary

Tax/Fee/Surcharge	Amount - \$ or %	Description
Fee	\$3.24	Regulatory Cost Recovery Fee - subject to change
Fee	\$1.25	Administrative Fee - subject to change
Tax	%	State, Local, Federal Taxes - as applicable
Surcharge	\$ or %	State, Local, Federal surcharges - as applicable
Fee	\$ or %	State, Local, Federal fee - as applicable

Value Add

Description	Item Description/Part #	Unit of Measure	Price Per Unit	% Discount off List	Oklahoma Rate

Oklahoma SW1012 Wireless

All pricing provided must be stated on terms of the percent discount from current retail prices.

CATEGORY 2 - Wireless Accessories and Equipment

Description		Wireless Accessories and Equipment - add rows as necessary			Oklahoma Rate
Accessories		Item Description/Part #	Price Per Unit	% Discount off List	
Cases	Misc				Starting at \$29.99
Screen Protectors	Misc				Starting at \$39.99
Chargers	Misc				Starting at \$19.99
Headsets for Wireless Devices	Misc				Starting at \$19.99
Speakers for Wireless Devices	Misc				Starting at \$39.99
Phones					
Basic Phones	Misc				Starting at \$.01 with service agreement, or available on installment plan - 24 or 36 mo.
Push To Talk Devices	Misc				Starting at \$.01 with service agreement, or available on installment plan - 24 or 36 mo.
Smartphones	Misc				Starting at \$.01 with service agreement, or available on installment plan - 24 or 36 mo.
Tablets	Misc				MSRP, or available on installment plan - 24 or 36 mo.
Cellular Modems	Misc				MSRP, or available on installment plan - 24 or 36 mo.
WiFi Hot Spots	Misc				Starting at \$.01 with service agreement, or available on installment plan - 24 or 36 mo.
WiFi Cellular Routers	Misc				Starting at \$.01 with service agreement, or available on installment plan - 24 or 36 mo.
IoT Sensors	Misc				
Signal Boosters	Misc				
Value Add	Misc				Starting at \$199.99



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW1012V

PeopleSoft Contract ID: 6681

Contract Title: Wireless Services & Equipment

Contract Issuance Date: _____

Contract Supplier: Verizon

Addendum # 7

Addendum Date: 8/6/24

OMES Point of Contact:

Contracting Officer: Debbie Ives

Phone Number: 405-521-2184

E-mail address: Debbie.ives@omes.ok.gov

Addendum Information: _____

Addendum #7 to extend contract for 90 days, 8/12/24 through 11/11/24.

Supplier POC: Josiah Crawford, 918-370-0744, Josiah.crawford@vzw.com



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000282948
 VERIZON COMMUNICATIONS INC
 VERIZON BUSINESS NETWORK SERVICES LLC
 PO BOX 15043
 ALBANY NY 12212-5043
 USA

Contract ID 000000000000000000000000006681			Page 1 of 1	
Contract Dates 10/31/2022 to 11/11/2024		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1012V Verizon Wireless			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	83111603 / WIRELESS SERV: Rate Plans for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0003
2	83111603 / WIRELESS SERV: Equipment for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0003
3	43211509 / Tablet Computers	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0003

COMMENTS:

NASPO Master Agreement Number: MA152-1

Contract Period: 08/12/2023 -- 08/11/2024
 Agreement Period: 10/31/2022 -- 08/11/2024

Vendor Contact: Claudio Alvarez
 claudio.alvarez@verizonwireless.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

<p>Authorized Signature</p> <p><i>Lara Moore</i></p>



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW1012A

PeopleSoft Contract ID: 6252

Contract Title: Wireless Services & Equipment

Contract Issuance Date: _____

Contract Supplier: AT&T

Addendum # 6

Addendum Date: 8/09/2024

OMES Point of Contact:

Contracting Officer: Debbie Ives

Phone Number: 405-521-2184

E-mail address: Debbie.ives@omes.ok.gov

Addendum Information: _____

Addendum #6 to extend contract for 90 days, 8/12/24 through 11/11/24.



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW1012V

PeopleSoft Contract ID: 6681

Contract Title: Wireless Services & Equipment

Contract Issuance Date: _____

Contract Supplier: Verizon

Addendum # 7

Addendum Date: 8/6/24

OMES Point of Contact:

Contracting Officer: Debbie Ives

Phone Number: 405-521-2184

E-mail address: Debbie.ives@omes.ok.gov

Addendum Information: _____

Addendum #7 to extend contract for 90 days, 8/12/24 through 11/11/24.

Supplier POC: Josiah Crawford, 918-370-0744, Josiah.crawford@vzw.com



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000282948
 VERIZON COMMUNICATIONS INC
 VERIZON BUSINESS NETWORK SERVICES LLC
 PO BOX 15043
 ALBANY NY 12212-5043
 USA

Contract ID 000000000000000000000000006681			Page 1 of 1	
Contract Dates 10/31/2022 to 11/11/2024		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1012V Verizon Wireless			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	83111603 / WIRELESS SERV: Rate Plans for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0003
2	83111603 / WIRELESS SERV: Equipment for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0003
3	43211509 / Tablet Computers	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0003

COMMENTS:

NASPO Master Agreement Number: MA152-1

Contract Period: 08/12/2023 -- 08/11/2024
 Agreement Period: 10/31/2022 -- 08/11/2024

Vendor Contact: Claudio Alvarez
 claudio.alvarez@verizonwireless.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

<p>Authorized Signature</p> <p><i>Lara Moore</i></p>



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: 1012A

PeopleSoft Contract ID: 6252

Contract Title: AT&T Wireless Services & Equipment

Contract Issuance Date: 08/11/2022

Contract Supplier: AT&T

Addendum # 5

Addendum Date: 08/18/2023

OMES Point of Contact:

Contracting Officer: Skyler J. Greco

Phone Number: 405-521-2174

E-mail address: skyler.greco@omes.ok.gov

Addendum Information: _____

Addendum #5 issued for term renewal with AT&T via NASPO Agreement MA 149

Contract Period: 08/12/2023 – 08/11/2024

Agreement Period: 08/01/2021 – 08/11/2024



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000068355
 AT&T CORP
 COMMUNICATIONS
 4140 W INTERSTATE 40
 OKLAHOMA CITY OK 73108-2066
 USA

Contract ID 0000000000000000000006252		Page 1 of 1	
Contract Dates 08/01/2021 to 08/11/2024	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1012A AT&T Wireless		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	83111603 / SERVICE: Monthly Wireless Cellular Telephone	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
2	83111603 / WIRELESS SERV: Equipment for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
3	43211509 / Tablet Computers	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
4	83111600 / Mobile Enterprise Management	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001

COMMENTS:

NASPO Agreement MA149

Contract Period: 08/12/2022 -- 08/11/2023
 Agreement Period: 08/01/2021 -- 08/11/2024

Vendor Contact: Matt McSpadden
 mm593j@att.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: 1012V

PeopleSoft Contract ID: 6681

Contract Title: Wireless Services & Equipment

Contract Issuance Date: 8/12/2023

Contract Supplier: Verizon

Addendum # 6

Addendum Date: 8/3/2023

OMES Point of Contact:

Contracting Officer: Skyler J. Greco

Phone Number: 405-521-2174

E-mail address: skyler.greco@omes.ok.gov

Addendum Information: _____

Addendum #6 issued for new PS contract # ending in 6681. Please utilize Location 0006 Address 6 upon remittance.

Vendor Contact: Claudio Alvarez / Claudio.alvarez@verizonwireless.com / 949-246-0236



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: 1012A

PeopleSoft Contract ID: 6252

Contract Title: AT&T Wireless Services & Equipment

Contract Issuance Date: 08/11/2022

Contract Supplier: AT&T

Addendum # 5

Addendum Date: 08/18/2023

OMES Point of Contact:

Contracting Officer: Skyler J. Greco

Phone Number: 405-521-2174

E-mail address: skyler.greco@omes.ok.gov

Addendum Information: _____

Addendum #5 issued for term renewal with AT&T via NASPO Agreement MA 149

Contract Period: 08/12/2023 – 08/11/2024

Agreement Period: 08/01/2021 – 08/11/2024



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000068355
 AT&T CORP
 COMMUNICATIONS
 4140 W INTERSTATE 40
 OKLAHOMA CITY OK 73108-2066
 USA

Contract ID 0000000000000000000006252		Page 1 of 1	
Contract Dates 08/01/2021 to 08/11/2024	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1012A AT&T Wireless		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	83111603 / SERVICE: Monthly Wireless Cellular Telephone	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
2	83111603 / WIRELESS SERV: Equipment for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
3	43211509 / Tablet Computers	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
4	83111600 / Mobile Enterprise Management	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001

COMMENTS:

NASPO Agreement MA149

Contract Period: 08/12/2022 -- 08/11/2023
 Agreement Period: 08/01/2021 -- 08/11/2024

Vendor Contact: Matt McSpadden
 mm593j@att.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: 1012D

PeopleSoft Contract ID: 5769

Contract Title: Wireless Services & Equipment

Contract Issuance Date: 03/04/2020

Contract Supplier: Discount Cell

Addendum # 6

Addendum Date: 06/13/2023

OMES Point of Contact:

Contracting Officer: Marc Brown

Phone Number: 405-521-6669

E-mail address: Marc.brown@omes.ok.gov

Addendum Information: _____

Addendum #6 issued for term renewal with Discount Cell.

Contract Period: 07/01/2023 – 06/30/2024

Agreement Period: 07/01/2022 – 06/30/2024



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000474131
 DISCOUNTCELL INC
 350 WEST 500 SOUTH
 PROVO UT 84601
 USA

Contract ID 000000000000000000005769		Page 1 of 1	
Contract Dates 08/01/2019 to 08/11/2024	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1012 Wireless & Equipment		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	83111603 / Wireless Service	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
2	43191500 / Wireless Equipment	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
3	43211509 / Tablet Computers	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001

COMMENTS:

NASPO Agreement PD180-1

Contract Period: 08/12/2023 -- 08/11/2024
 Agreement Period: 08/01/2019 -- 08/11/2024

Vendor Contact: Jennifer King
 jking@discountcell.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: 1012T

PeopleSoft Contract ID: 6024

Contract Title: Wireless Services & Equipment

Contract Issuance Date: 10/22/2020

Contract Supplier: T-Mobile

Addendum # 4

Addendum Date: 06/08/2023

OMES Point of Contact:

Contracting Officer: Marc Brown

Phone Number: 405-521-6669

E-mail address: Marc.brown@omes.ok.gov

Addendum Information: _____

Addendum #4 issued for term renewal with T-Mobile.

Contract Period: 07/01/2022 – 06/30/2023

Agreement Period: 07/01/2022 – 06/30/2024

Point of Contact: Tom Weaver / Tom.Weaver@T-Mobile.com / 310-994-4088



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: 1012V

PeopleSoft Contract ID: 6681

Contract Title: Wireless Services & Equipment

Contract Issuance Date: 8/12/2023

Contract Supplier: Verizon

Addendum # 6

Addendum Date: 8/3/2023

OMES Point of Contact:

Contracting Officer: Skyler J. Greco

Phone Number: 405-521-2174

E-mail address: skyler.greco@omes.ok.gov

Addendum Information: _____

Addendum #6 issued for new PS contract # ending in 6681. Please utilize Location 0006 Address 6 upon remittance.

Vendor Contact: Claudio Alvarez / Claudio.alvarez@verizonwireless.com / 949-246-0236



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000282948
 VERIZON COMMUNICATIONS INC
 VERIZON WIRELESS SERVICES LLC
 PO BOX 660108
 DALLAS TX 75266-0108
 USA

Contract ID 000000000000000000000000006681		Page 1 of 1	
Contract Dates 10/31/2022 to 08/11/2023	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1012V Verizon Wireless		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	83111603 / WIRELESS SERV: Rate Plans for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0003
2	83111603 / WIRELESS SERV: Equipment for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0003
3	43211509 / Tablet Computers	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0003

COMMENTS:

NASPO Master Agreement Number: MA152-1

Contract Period: 10/31/2022 -- 08/11/2023
 Agreement Period: 10/31/2022 -- 08/11/2024

Vendor Contact: Claudio Alvarez
 claudio.alvarez@verizonwireless.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: 1012D

PeopleSoft Contract ID: 5769

Contract Title: Wireless Services & Equipment

Contract Issuance Date: 03/04/2020

Contract Supplier: Discount Cell

Addendum # 6

Addendum Date: 06/13/2023

OMES Point of Contact:

Contracting Officer: Marc Brown

Phone Number: 405-521-6669

E-mail address: Marc.brown@omes.ok.gov

Addendum Information: _____

Addendum #6 issued for term renewal with Discount Cell.

Contract Period: 07/01/2023 – 06/30/2024

Agreement Period: 07/01/2022 – 06/30/2024



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: 1012V

PeopleSoft Contract ID: 6052

Contract Title: Wireless Services & Equipment

Contract Issuance Date: 01/20/2021

Contract Supplier: Verizon Wireless

Addendum # 3

Addendum Date: 8/15/2022

OMES Point of Contact:

Contracting Officer: Marc Brown

Phone Number: 405-521-6669

E-mail address: Marc.brown@omes.ok.gov

Addendum Information: _____

Addendum #3 issued for term renewal with Verizon Wireless via NASPO Agreement MA152-1.

Contract Period: 08/12/2022 – 08/11/2023

Agreement Period: 08/12/2022 – 08/11/2024



CONTRACT
State of Oklahoma

Dispatch via Print

Supplier 0000307258
 CELCO PARTNERSHIP
 1 VERIZON WAY
 BASKING RIDGE NJ 07920-1025
 USA

Contract ID 000000000000000000000000006052		Page 1 of 1	
Contract Dates 01/20/2021 to 08/11/2023	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1012V Verizon Wireless		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	83111603 / WIRELESS SERV: Rate Plans for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0003
2	83111603 / WIRELESS SERV: Equipment for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0003
3	43211509 / Tablet Computers	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0003

COMMENTS:

NASPO Master Agreement Number: MA152-1

Contract Period: 08/12/2022-08/11/2023
 Agreement Period: 01/20/2021 -- 08/11/2024

Vendor Contact: Erin Perkins
 erin.perkins@verizonwireless.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: 1012A

PeopleSoft Contract ID: 6252

Contract Title: Wireless Service & Equipment

Contract Issuance Date: 07/21/2021

Contract Supplier: AT&T

Addendum # 1

Addendum Date: 08/10/2021

OMES Point of Contact:

Contracting Officer: Marc Brown

Phone Number: 405-496-9148

E-mail address: Marc.brown@omes.ok.gov

Addendum Information: _____

Addendum #1 issued for term renewal with AT&T via NASPO Agreement MA 149

Contract Period: 08/12/2021 – 08/11/2022

Agreement Period: 08/12/2021 – 08/11/2024



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000068355
AT&T CORP
COMMUNICATIONS
4140 W INTERSTATE 40
OKLAHOMA CITY OK 73108-2066
USA

Contract ID 0000000000000000000006252		Page 1 of 1	
Contract Dates 08/01/2021 to 08/11/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1012A AT&T Wireless		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	83111603 / SERVICE: Monthly Wireless Cellular Telephone	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
2	83111603 / WIRELESS SERV: Equipment for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
3	43211509 / Tablet Computers	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
4	83111600 / Mobile Enterprise Management	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001

COMMENTS:

NASPO Agreement MA149

Contract Period: 08/01/2021 -- 08/11/2021
Agreement Period: 08/01/2021 -- 08/11/2024

Vendor Contact: Matt McSpadden
mm593j@att.com

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



Notice of Statewide Contract Award

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: Wireless Services & Equipment

Statewide Contract # : SW 1012A

Contract Issuance Date: 08/01/21

Total Number of Vendors: 1 *(For details see: Vendor Information Sheet)*

Contract Period: 08/01/21 through 08/11/2021

Agreement Period: 08/01/21 through 08/11/2024

Authorized Users: All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.

Contract Priority:
Discount from MSRP

Type of Contract:
Non-Mandatory

OMES-CP Contact: Marc Brown

Title: Procurement Specialist

Phone: 1 - 405 - 496 - 9148

Email: marc.brown@omes.ok.gov



Awarded Vendor Information

Vendor Name: AT&T Corp.

Vendor ID#: 000068355

Vendor Address: Address: 4140 W. Interstate 40

City: Oklahoma City

State: OK Zip Code: 73108

Primary Contact: Matt McSpadden

Phone #: 405-882-8726

Email: mm593j@att.com

Website:

Contract ID #: 000000000000000006252

P/Card Accepted: Yes No

Other:



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000068355
 AT&T CORP
 COMMUNICATIONS
 4140 W INTERSTATE 40
 OKLAHOMA CITY OK 73108-2066
 USA

Contract ID 0000000000000000000006252		Page 1 of 1	
Contract Dates 08/01/2021 to 08/11/2021	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1012A AT&T Wireless		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	83111603 / SERVICE: Monthly Wireless Cellular Telephone	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
2	83111603 / WIRELESS SERV: Equipment for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
3	43211509 / Tablet Computers	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
4	83111600 / Mobile Enterprise Management	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001

COMMENTS:

NASPO Agreement MA149

Contract Period: 08/01/2021 -- 08/11/2021
 Agreement Period: 08/01/2021 -- 08/11/2024

Vendor Contact: Matt McSpadden
 mm593j@att.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: 1012T

PeopleSoft Contract ID: 6024

Contract Title: Wireless Services & Equipment

Contract Issuance Date: 10/22/2020

Contract Supplier: T-Mobile

Addendum # 1

Addendum Date: 06/28/2021

OMES Point of Contact:

Contracting Officer: Marc Brown

Phone Number: 405-496-9148

E-mail address: Marc.brown@omes.ok.gov

Addendum Information: _____

Addendum #1 issued for term renewal via NASPO agreement #MA176.

Contract Period: 07/01/2021 – 06/30/2022

Agreement Period: 07/01/2021 – 06/30/2024



Notice of Statewide Contract Award

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: Wireless Service & Equipment

Statewide Contract # : SW 1012T

Contract Issuance Date: 12/23/20

Total Number of Vendors: 1 *(For details see: Vendor Information Sheet)*

Contract Period: 12/23/20 through 06/30/2021

Agreement Period: 12/23/20 through 06/30/2024

Authorized Users: **All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.**

Contract Priority: Non-Mandatory

Type of Contract: Discount from MSRP

OMES-CP Contact: Marc Brown **Title:** IT Procurement Specialist

Phone: 1 - 405 - 496 - 9148 **Email:** marc.brown@omes.ok.gov



Awarded Vendor Information

Vendor Name: T-Mobile

Vendor ID#: 0000403877

Vendor Address: Address: 4126 SW Freeway

City: Houston

State: TX Zip Code: 77027

Primary Contact: Timothy Stoehr

Phone #: 832-799-0808

Email: Timothy.Stoehr@T-Mobile.com

Website:

Contract ID #: 000000000000000006024

P/Card Accepted: Yes No

Other:



Notice of Statewide Contract Award

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: Wireless Services & Equipment

Statewide Contract # : SW 1012V

Contract Issuance Date: 01/20/2021

Total Number of Vendors: 1 *(For details see: Vendor Information Sheet)*

Contract Period: 1/20/2021 through 08/11/2021

Agreement Period: 1/20/2021 through 08/11/2024

Authorized Users: **All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.**

Contract Priority:
Non-Mandatory

Type of Contract:
Discount from MSRP

OMES-CP Contact: Marc Brown **Title:** Procurement Specialist

Phone: 1 - 405 - 496- - 9148 **Email:** marc.brown@omes.ok.gov



Awarded Vendor Information

Vendor Name: Cellco Partnership DBA Verizon Wireless

Vendor ID#: 0000307258

Vendor Address: Address: PO Box 660108

City: Dallas

State: TX

Zip Code: 75266

Primary Contact: Erin Perkins

Phone #: 405-519-2340

Email: Erin.perkins@verizonwireless.com

Website:

Contract ID #: 000000000000000006052

P/Card Accepted: Yes No

Other:



CONTRACT
State of Oklahoma

Dispatch via Print

Supplier 0000307258
 CELCO PARTNERSHIP
 VERIZON WIRELESS
 PO BOX 660108
 DALLAS TX 75266-0108
 USA

Contract ID 000000000000000000000000006052		Page 1 of 1	
Contract Dates 01/20/2021 to 08/11/2021	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1012V Verizon Wireless		Contract Maximum 0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	83111603 / WIRELESS SERV: Rate Plans for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0003
2	83111603 / WIRELESS SERV: Equipment for Wireless Services (Cellular Telephone)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0003
3	43211509 / Tablet Computers	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0003

COMMENTS:

NASPO Master Agreement Number: MA152-1

Contract Period: 01/20/2021 -- 08/11/2021
 Agreement Period: 01/20/2021 -- 08/11/2024

Vendor Contact: Erin Perkins
 erin.perkins@verizonwireless.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

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

PARTICIPATING ENTITY: STATE OF OKLAHOMA

This Participating Addendum (the "PA" or "**Participating Addendum**") is made effective this 17th day of July, 2021 (the "**PA Effective Date**"), between the State of Oklahoma ("**Participating Entity**" or "**State**" or "**Oklahoma**"), and AT&T Corp. ("**Contractor**" or "**Vendor**") (Participating Entity and Contractor are, at times, referred to individually as a "**Party**" or together as the "**Parties**").

Section 1. Recitals.

1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("**NASPO**"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019, as amended (the "**Contract**" or "**Master Agreement**").

1.2 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the PA.

1.3 Participating Entity has elected to participate in Categories 1 and 2 on a Statewide basis. State entities wishing to participate in Category 3 must engage OMES IS to negotiate and execute an addendum which includes the State's Hosting Agreement and other terms, as needed.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participating Entity and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid 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. This PA may be used by all state agencies, interlocal entities, or affiliates who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "**Purchasing Entities**" or "**Customers**"), including Participating Entity and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the Participating Entity or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the Participating Entity pursuant to the Oklahoma Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the Participating Entity via a multistate or multi-governmental contract. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

Section 4. Purchase Orders. Except as set forth herein, Purchase Orders must reference both Master Agreement #MA149-1 and the PA to be valid. Upon acceptance of any such valid Purchase Order, the corresponding Purchasing Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided.

Notwithstanding the foregoing, any Purchase Order submitted that does not properly reference the Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Terms and conditions inserted into a Purchase Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement. Any such attempts to add or incorporate such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void.

Section 5. Primary Contacts.

Participating Entity:

Name: IT Statewide Initiatives Lead
Title: N/A
Address: 2401 N. Lincoln Blvd, Ste 116
Oklahoma City, OK 73105
Telephone: 405-521-4772
Fax Number: N/A
E-Mail: purchasing@omes.ok.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: Matthew McSpadden
Title: Client Solutions Executive
Address: 405 N Broadway Ave
Oklahoma City, OK 73102
Telephone: 405-882-8726
Fax Number: N/A
E-Mail: mm593j@att.com

Contractor Main:

Name: Bethanie Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-679-9053
Fax Number: N/A
E-Mail: bc4732@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. In the event of conflict among the terms and conditions, the Participating Addendum shall take precedence. and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

Section 11. Exhibit 1 (Additional Terms and Conditions). The Parties shall comply with the terms and conditions of Exhibit 1 (Additional Terms and Conditions) to this Participating Addendum.

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

AT&T CORP.

By: Jack Wildermuth

, duly authorized

Name: Jack Wildermuth

Title: Senior Contract Manager

Date: 7/19/2021

STATE OF OKLAHOMA

By: Jerry Moore

, duly authorized

Name: Jerry Moore

Title: Chief Information Officer

Date: Jul 21, 2021

Exhibit 1 (Additional Terms and Conditions)

Any and all licensing, maintenance, or order-specific agreements referenced within the terms and conditions of this Participating Addendum are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum, the Master Agreement, and to the extent the terms are not in conflict with applicable Oklahoma law.

1. **Definitions:** The parties agree that the following terms are defined as set forth below.

A. Acquisition

The term ("Acquisition") means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act.

B. Contract Document

The term ("**Contract Document**") means each element of the Agreement, including any statement of work, work order, or other similar ordering document related hereto and executed by the Vendor and the State of Oklahoma, as applicable; any purchase order related hereto; other mutually agreed documents; and any addendum to any of the foregoing.

C. Destination

The term ("**Destination**") means delivered to the receiving dock or other point specified in the applicable Contract Document.

D. Indemnified Parties

The term ("**Indemnified Parties**") means the State of Oklahoma and Customers, and/or their officers, agents, employees, representatives, contractors, assignees and/or designees.

2. **Limitation of Authority**

With respect to procurement transactions for Purchasing Entities, Contractor shall have no authority to act for or on behalf of Purchasing Entities or the State of Oklahoma, except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Customers or the State of Oklahoma.

3. **Administrative Fees**

A. Contract Usage Report

For Oklahoma-based Purchasing Entities, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. "**Contract Usage Report**" shall include the following: (i) the applicable state contract number; (ii) report amount(s); (iii) reporting period covered; and (iv) the applicable state agency name(s). Contract Usage Reports shall also include usage of the Participating Addendum by

any other governmental entities (i.e., county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Participating Addendum.

All Contract Usage Reports shall meet the following criteria:

- a) Must be submitted electronically in Microsoft Excel format.
- b) Reports shall be submitted quarterly regardless whether this Addendum has been used during the applicable quarterly reporting period.
- c) Quarterly reporting periods
 - a. January 01 through March 31, due April 30
 - b. April 01 through June 30, due July 31
 - c. July 01 through September 30, due October 31
 - d. October 01 through December 31, due January 31

All Contract Usage Reports shall be delivered to:

E-mail: strategic.sourcing@omes.ok.gov

B. Oklahoma Admin Fee

For Oklahoma-based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all CRUs' Total Wireless Spend by any Purchasing Entity under the Participating Addendum (the "**Oklahoma Admin Fee**"). The Administrative Fees will be calculated after each calendar quarter and AT&T will pay the quarterly amount due no later than sixty (60) days following the end of each calendar quarter. The Administrative Fee reporting shall be submitted forty-five (45) days following the end of the quarter in accordance with the following table:

End of Quarter	Reporting Date	Pay Date
March 31st	May 15th	May 31st
June 30th	August 15th	August 30th
September 30th	November 15th	November 30th
December 31st	February 15th	February 28th (29)

Failure to remit the Oklahoma Admin Fee quarterly may result in cancellation of the Participating Addendum. Oklahoma Admin Fees shall not be reflected as a separate line item in Contractor's billing to Purchasing Entities.

Payment of the Oklahoma Admin Fee shall be made via company check payable to OMES within sixty (60) calendar days from the completion of the applicable quarterly reporting period set forth above.

Contractor agrees to notify OMES-ISD Procurement via the email address set forth twenty-four (24) hours in advance of Contractor's submitting payment of the Oklahoma Admin Fee.

To ensure payment is properly accounted for, Contractor shall identify payment in the applicable Contract Usage Report as an "Administrative Fee" and shall include the following information: (i) the applicable state contract number, (ii) Oklahoma Admin Fee amount(s) paid, and (iii) the applicable quarterly reporting period.

Oklahoma Admin Fees shall be mailed to:

Office of Management and Enterprise Services – Central Purchasing
Will Rogers Building
2401 N Lincoln Blvd, Suite 116
Oklahoma City, OK 73105

Email such notice to: strategic.sourcing@omes.ok.gov

4. Pricing Details

- A.** Customer indicates that pursuant to 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Customers under the PA that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Customer indicates that further, such Customers and Customers that are political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Customers will provide Vendor with a tax exemption certificate upon request. Any taxes of any nature whatsoever payable by the Vendor in respect of Vendor's business shall not be reimbursed by the Customer.
- B.** Customer indicates that pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma Purchasing Entities shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Purchasing Entities for any travel expenses in addition to the total price of the Products and/or Services purchased hereunder.
- C.** The price to the Customer under the Participating Addendum shall include and Vendor shall prepay all shipping, packaging, delivery and handling fees. All Product deliveries will be Free-on-Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

5. Invoices and Payment

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Payments for goods and services are generally due thirty (30) days after receipt of a proper invoice; provided, however, Contractor acknowledges and agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days to pay Contractor shall not constitute default hereunder nor entitle Contractor to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.

6. Termination for Non-Appropriation

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, State shall

provide ten (10) calendar days' written notice of intent to terminate and shall ensure that the following conditions are satisfied: (1) Purchasing Entity has taken appropriate actions necessary to obtain adequate appropriations or funding; and (2) despite Purchasing Entity's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services. Notwithstanding the foregoing, if a Purchasing Entity issues an Order and has accepted the Products and/or Services under such Order, the Purchasing Entity shall be obligated to pay for such Products and/or Services. In the event of termination of an Order as provided in the foregoing, State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such Order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. If Purchasing Entity terminates Products under this Section, Purchasing Entity agrees as follows: (x) it will pay all amounts due for Services incurred through date of termination, and reimburse all applicable unrecovered non-recurring charges; and (y) it will not contract with any other provider for the same or substantially similar services or equipment for the remainder of such non-funded fiscal year.

7. Notices

If a party is to give notice under the Participating Addendum, all notices to the State of Oklahoma shall be address as follows:

If sent to the State of Oklahoma:

D. Jerry Moore
Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:

OMES-IS Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

8. Choice of Law. See Master Agreement Section 36.

9. Choice of Venue. See Master Agreement Section 36.

10. Conflict of Interest

Contractor acknowledges that, to the best of its knowledge and belief, it is not aware of any relevant facts or circumstances that could give rise to an organizational conflict of interest affecting the services under the PA. Contractor will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under the PA.

Contractor represents that to the best of its knowledge and belief, after a reasonable inquiry, none of the people involved in the preparation of this PA or the solicitation that preceded it have a familial relationship with any employee of the Customer.

Contractor will abide by, in addition to any requirement of law, its Corporate Social Responsibility policies available as of the PA Effective Date at

<https://about.att.com/csr/home/governance/policies.html>, including its Code of Business Conduct available as of the PA Effective Date at <https://attdashboard.wireless.att.com/cobc/web> and its Code of Ethics available as of the PA Effective Date at <https://investors.att.com/~media/Files/A/ATT-IR/governance-documents/att-code-of-ethics-2012.pdf>.

11. Force Majeure

No party transacting business under this PA shall be held responsible for delay or default caused by pandemic, fire, riot, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, terrorism, acts of public enemy, omissions of carriers or suppliers, acts of regulatory government, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control, including by reason of any law, order or requirement of any governmental agency or authority that is not directly or indirectly controlled by Purchasing Entity. A party experiencing a force majeure event shall prudently and promptly act to take reasonable steps within the party's control to continue performance and shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. A Purchasing Entity may terminate any affected Purchase Order upon written notice after determining that a delay or default caused by force majeure will reasonably prevent Contractor's successful performance of the Purchase Order. Any such nonperformance under this section shall not be a default.

12. Invalid Term or Condition

To the extent any term or condition in the Participating Addendum conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, Purchasing Entity makes no representation or warranty regarding the enforceability of such term or condition and Purchasing Entity does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

13. Audits and Records Clause

- A. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Vendor agrees that subject to reasonable prior written notice, any pertinent federal or State agency or governing entity of a Purchasing Entity shall have the right to reasonably examine and audit all records relevant to the execution and performance of the PA except trade secrets and costs of Vendor that comprise pricing under the PA once every twelve (12) months during the term of the PA, unless otherwise agreed, which shall not be unreasonably withheld.
- B. The Vendor is required to retain records relative to the PA for the duration of the PA and for a period of seven (7) years following completion or termination of an

acquisition under the PA. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later. The State shall notify Contractor in writing of any claim, audit, litigation or other action involving such records that would require their maintenance beyond the seven (7) year retention period.

14. Compliance with Applicable Laws

A. As long as Vendor has an obligation under the terms of the Contract and in connection with performance of its obligations under the PA, the Vendor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following, to the extent applicable:

- i. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81;
- ii. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- iii. Prospective participant requirements set at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- iv. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- v. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;
- vi. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity;
- vii. Being compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify; and
- viii. Being registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

B. Vendor shall maintain all applicable licenses and permits required in association with its obligations under the PA.

C. As applicable, Vendor agrees to comply with Governor's Executive Order 2012- 01, effective August 6, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

15. Employment Relationship

The PA does not create an employment relationship. Individuals performing Services required by the PA are not employees of the Purchasing Entity. The Vendor's employees shall not be considered employees of the Purchasing Entity for any purpose, and accordingly shall not be eligible for rights or benefits accruing to such employees.

16. Publicity

Both parties acknowledges and agrees that the existence of the PA or any acquisition thereunder is not in any way an endorsement by the other party, the Products or the Services and shall not be so construed by either party in any advertising or publicity materials without the consent of the applicable Purchasing Entity. Each Purchasing Entity and Vendor agrees to submit to the other party all advertising, sales, promotion, and other publicity matters relating to the Participating Addendum wherein the name of such other party is mentioned or language used from which the connection of such other party therewith may, in the other party's reasonable judgment, be inferred or implied as an endorsement. Each Purchasing Entity and Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices without obtaining the prior written approval of the other party. Neither party may issue any public statements or announcements relating to the terms of this PA or to the provision of Services without the prior written consent of the other party.

17. Open Records Act

Contractor acknowledges that Purchasing Entity are subject to the Oklahoma Open Records Act. Contractor also acknowledges that such Purchasing Entity will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Agreement specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Agreement provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

18. Confidentiality

Without limitation to the confidentiality obligations set forth in Section 23 (Confidentiality, Non-Disclosure, and Injunctive Relief) of the Master Agreement:

A. Vendor receives limited personal information necessary to allow Vendor to manage the relationship, such as the business contact information of the State that Customer designates to manage the account. Vendor also generates personal information through operation of the services provided, for example details of calling history and call locations, which are considered Customer Proprietary Network Information ("CPNI") under FCC rules, and other

important information related to use of data services, which is not CPNI. Vendor will collect, use, disclose, or otherwise process such information only as necessary to perform obligations under this PA or otherwise as required by law and in no event will any such data be sold or otherwise disclosed or shared. Notwithstanding the foregoing, as set forth in Vendor's Privacy Policy, Vendor may only disclose information to third-parties involved in legal process or protection matters, including government authorities, where Vendor has a good faith belief that disclosure of such information is reasonably necessary. Vendor will protect the security, integrity, and confidentiality of such information in accordance with applicable U.S. law and industry-applicable standards. Additionally, Vendor's Privacy Policy is set forth at https://about.att.com/csr/home/privacy/full_privacy_policy.html and may be amended from time to time. The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as needed by Vendor for performance of its obligations under the PA. If Vendor utilizes a subcontractor the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the Vendor and agree to the same obligations as Vendor, to the extent applicable. Before Vendor utilizes any Subcontractors, it shall first obtain the written approval of the State.

- B. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized in advance to do so in writing by the State Purchasing Director, the individual with administrative control over a Customer or in compliance with a valid court order, subpoena or other related legal document. To the extent not prohibited by applicable law, the Vendor shall immediately forward to the State and the State Purchasing Director any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

19. **Assignment and Permitted Subcontractors**

- A. "**Subcontractor**" means a person or third-party entity that entered into a contract with AT&T specifically tailored to meet the Customer's needs and dedicated exclusively to the performance of all or a portion of the Services hereunder. For avoidance of doubt, suppliers, manufacturers, and providers of off-the-shelf, commercially available goods or services shall not be deemed Subcontractors.
- B. Vendor's obligations under the Participating Addendum may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion provided Vendor and Customer may assign in whole or in part their respective rights or duties under this PA without prior consent of the other Party to any parent, affiliate or subsidiary or to any party acquiring all or substantially all of the assigning Party's capital stock or assets (including, without limitation, any assignment by operation of law). Should Vendor assign its rights to payment, in whole or in part, under the Participating Addendum, Vendor shall provide the State of Oklahoma with written notice of the assignment. Such written notice shall

contain details sufficient for the Participating Entity to perform its payment obligations without any delay caused by the assignment.

- C. If the Vendor utilizes Subcontractors in support of the PA, the Vendor shall remain solely responsible for its obligations under the terms of the PA and for its actions and omissions and those of its agents, employees and Subcontractors. Any proposed Subcontractor shall be identified by entity name, and by employee name if required by a State agency in writing in connection with a particular acquisition, and in such case in the applicable proposal will include the nature of the services to be performed by such Subcontractor. Prior to a Subcontractor being utilized by the Vendor, the Vendor shall obtain written approval of the State of such Subcontractor and each Subcontractor employee named in accordance with the foregoing, as applicable to a particular acquisition. Such approval is within the sole discretion of the State, subject to the requirements of applicable law. If State does not reasonably approve, however, then Vendor shall be relieved of any obligations to provide the solicited Services. As part of the approval request, the Vendor shall, upon request, provide a written agreement executed by the Vendor and Subcontractor setting forth that such Subcontractor is bound by and agrees to perform, as applicable, the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Vendor under the terms of all applicable Contract Documents. Vendor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any Subcontractor and associated employees shall be a continuing obligation. The State of Oklahoma reserves the right to revoke approval of a Subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar lawful reasons.
- D. All payments under the PA shall be made directly to the Vendor, except as provided in Section B above regarding the Vendor's assignment of payment.

20. Mutual Responsibilities of the Parties

- A. Neither the State nor the Contractor grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party, which consent may be revoked at any time by notice.
- B. The Participating Addendum is a non-exclusive contract, and each party is free to enter into similar agreements with others.
- C. The Customer and Contractor each grant the other only the licenses and rights specified in the Agreement and all other rights and interests are expressly reserved.
- D. The State and Contractor shall, at no out-of-pocket cost or expense, reasonably cooperate with each other and any vendor to which Products and/or Services under the Participating Addendum may be transitioned after termination or expiration of the Participating Addendum.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either Purchasing Entity, the State or the Vendor is required

under the Participating Addendum, such action shall not be unreasonably delayed or withheld.

21. Indemnification

A. Acts or Omissions

Vendor shall indemnify and hold harmless the Indemnified Parties, as applicable, from any and all liability, including costs, expenses and attorney fees, for actions, claims, demands and suits arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Vendor or its agents, employees, or subcontractors in the execution or performance of the Participating Addendum.

B. Notice and Cooperation

In connection with indemnification under this PA, the Purchasing Entity agrees to furnish prompt written notice to Vendor of any third-party claim. Any Purchasing Entity affected by the claim will reasonably cooperate with Vendor and defense of the claim to the extent its interests are aligned with Vendor. Vendor shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the Purchasing Entity, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties, that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the PA.

C. Coordination of Defense

IN CONNECTION WITH INDEMNIFICATION OF A PURCHASING ENTITY WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CONTRACTOR SHALL CONTINUE TO BE OBLIGATED TO INDEMNIFY THE PARTICIPATING ENTITY AND, TO THE EXTENT APPLICABLE, ANY AND ALL PURCHASING ENTITIES, IN ACCORDANCE WITH AND TO THE EXTENT CONTRACTOR PROVIDES SUCH INDEMNITY UNDER THIS PA.

22. Miscellaneous

A. Severability

If any provision of the Agreement, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

B. Section Headings

The headings used in the Agreement are intended for convenience only and do not constitute terms of the Agreement.

C. Sovereign Immunity See Master Agreement Section 32.

D. Survival

As applicable, performance under all license, subscription, service agreements and other similar Contract Documents entered into between Vendor and any Customer under the terms of the Contract shall survive expiration or termination of the contract. Additionally, rights and obligations under the Participating Addendum which by their nature should survive including, but not limited to, payment obligations for liabilities incurred prior to expiration or termination; confidentiality obligations and indemnification remain in effect after expiration or termination of the Participating Addendum.

E. Compliance and Electronic and Information Technology Accessibility

Vendor shall comply with federal and State laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://www.ok.gov/accessibility/> and https://omes.ok.gov/pages/accessibility_ and shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If Products require development or customization, additional requirements and documentation may be required, and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Participating Addendum. Accordingly, in each statement of work or similar document issued pursuant to the Participating Addendum, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

F. Offshore Services

Contractor shall not store, access, nor process outside of the United States of America any data belonging to any such Purchasing Entity without the prior written approval of the State, which approval may be given or withheld at the sole and absolute discretion of the State. Notwithstanding, this section shall not prohibit Contractor from providing billing or Purchase Order-related administration and/or support services available from its global locations outside of the United States.

[NO FURTHER TEXT ON THIS PAGE]

PARTIALLY EXECUTED NASPO PA (AT&T)

Final Audit Report

2021-07-21

Created:	2021-07-20
By:	Jason Lawson (jason.lawson@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPfS1GYIPAh-UcekMMIICWLNadSa91IZ9

"PARTIALLY EXECUTED NASPO PA (AT&T)" History

-  Document created by Jason Lawson (jason.lawson@omes.ok.gov)
2021-07-20 - 3:53:28 PM GMT - IP address: 165.225.216.87
-  Document emailed to Jerry Moore (jerry.moore@omes.ok.gov) for signature
2021-07-20 - 3:53:54 PM GMT
-  Email viewed by Jerry Moore (jerry.moore@omes.ok.gov)
2021-07-20 - 4:36:56 PM GMT - IP address: 166.137.115.45
-  Document e-signed by Jerry Moore (jerry.moore@omes.ok.gov)
Signature Date: 2021-07-21 - 8:26:31 PM GMT - Time Source: server- IP address: 165.225.216.87
-  Agreement completed.
2021-07-21 - 8:26:31 PM GMT



STATE OF UTAH

CONTRACT AMENDMENT

AMENDMENT # 4 To CONTRACT # MA149

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as State Entity and, **AT&T Corp.**, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

12/6/2019 (original starting date)

8/11/2024 (current ending date)

Unchanged **new ending date**

2. **Agreed to changes:**

The Parties Agree as follows:

Attachment G: Plan Description Attachment is replaced with the attached.

4. **Effective Date of Amendment:** 3/1/2021

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

STATE


Contractor's signature 04/07/21
Date


4/14/2021
Director, Division of Purchasing Date

Linda J Cottingham - Sr Contract Manager
Type or Print Name and Title

<u>Christopher Jennings</u> Agency Contact Person	<u>801-957-7151</u> Telephone Number	<u>N/A</u> Fax Number	<u>ctjennings@utah.gov</u> Email
------------------------------------------------------	-----------------------------------------	--------------------------	-------------------------------------

Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	ValuePoint Monthly Cost	One Time Cost Amount	Description of One Time Cost	Details of Plan														Details of Add On Features					Plan or Feature Rules & Restrictions			new Users Currently	Type	Additional Notes	
						Voice				Data				Messaging						Equipment					Plan or Feature Rules & Restrictions						
						minutes included	weekend minutes	provider minutes	minute overage	minute overage	minute overage	Pooled	measurement for billing	after how much	Pooled	overage unit measurement?	overage cost per unit	data network??	Qty SMS included	Qty MMS included	Pooled	cost per SMS over	cost per MMS over	Subsidized Device	Equipment Requirements	description of unit	qty of units included				units of overage
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$1.85	25%	\$1.39																		N	MB	3MB	MB	\$2.49/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$2.75	25%	\$2.06																		N	MB	5MB	MB	\$2.49/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$3.49	25%	\$2.62																		N	MB	10MB	MB	\$1.00/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$4.99	25%	\$3.74																		N	MB	25MB	MB	\$1.00/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$6.49	25%	\$4.87																		N	MB	50MB	MB	\$1.00/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$7.49	25%	\$5.62																		N	MB	100MB	MB	\$1.00/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$9.50	25%	\$7.13																		N	MB	250MB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$11.00	25%	\$8.25																		N	MB	500MB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$13.50	25%	\$10.13																		N	GB	1GB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$20.00	25%	\$15.00																		N	GB	2GB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$38.00	25%	\$28.50																		N	GB	5GB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$67.50	25%	\$50.63																		N	GB	10GB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 2 501-2,500	\$135.00	25%	\$101.25																		N	GB	20GB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$0.45	25%	\$0.34																		N	KB	0KB	MB	\$2.49/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$0.60	25%	\$0.45																		N	KB	500KB	MB	\$2.49/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$0.75	25%	\$0.56																		N	MB	1MB	MB	\$2.49/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$0.99	25%	\$0.74																		N	MB	2MB	MB	\$2.49/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$1.25	25%	\$0.94																		N	MB	3MB	MB	\$2.49/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$1.99	25%	\$1.49																		N	MB	5MB	MB	\$2.49/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$2.49	25%	\$1.87																		N	MB	10MB	MB	\$1.00/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$3.99	25%	\$2.99																		N	MB	25MB	MB	\$1.00/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$4.99	25%	\$3.74																		N	MB	50MB	MB	\$1.00/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$5.99	25%	\$4.49																		N	MB	100MB	MB	\$1.00/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$8.00	25%	\$6.00																		N	MB	250MB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$10.00	25%	\$7.50																		N	MB	500MB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$12.00	25%	\$9.00																		N	GB	1GB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$18.00	25%	\$13.50																		N	GB	2GB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$36.00	25%	\$27.00																		N	GB	5GB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	
Control Center Postpaid AT&T LTE-M Tier 3 2,501-	\$65.00	25%	\$48.75																		N	GB	10GB	MB	\$0.015/MB	Yes		Feature available for use with Control Center M2M Plans No available with Control Center for FirstNet	No	F	

PARTICIPATING ADDENDUM SW1012V

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176-1

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **STATE OF OKLAHOMA**

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 No: MA176-1) for use by state agencies and other entities, as provided in the Master Agreement, 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, 3A, and 3C.

Participating Entity has elected to participate in Categories 1, 2. State entities wishing to participate in Category 3A and 3C must negotiate and execute with Contractor an addendum which includes the State's Hosting Agreement and other mutually agreed upon terms, as needed.

2. Participation: This PA may be used by all state agencies, interlocal entities, or affiliates who are authorized by the State Chief Procurement Official or otherwise eligible to place 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. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are attached and incorporated as Exhibit 1.

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 its attachments; and

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. Purchase Order Instructions:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: SW1012V and the Lead State price agreement number: MA176-1. This Participating Addendum and the Master Price

PARTICIPATING ADDENDUM SW1012V

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Agreement number MA176-1 (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 thereof. Terms and conditions inconsistent with, contrary or in addition to the terms and condition of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	David Bezzant
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Fax:	
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address	c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006

Participating Entity

Name:	IT Statewide Initiatives Lead
Address:	5005 N. Lincoln Blvd. Suite 200, Oklahoma City, Ok 73105
Telephone:	405-521-4772
Fax:	N/A
Email:	purchasing@omes.ok.gov

7. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the

PARTICIPATING ADDENDUM SW1012V

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

8. Technology Evolution:

8.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 8.2 below, to: (a) migrate Purchasing Entity to a replacement technology; or (b) discontinue any Service, Product, network standard, or technology without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

8.2 If T-Mobile takes any action set forth in subsection 8.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) listed in the PA for Participating Entity, (b) T-Mobile uses for billing, or (c) set forth in an Order. Participating Entity agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

9. Existing 1907 Participating Addendums: Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that the terms of any existing Participating Addendum(s) under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor ("T-Mobile NASPO 1907 Agreement"); or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Sprint NASPO 1907 Agreement") will be governed under the terms of this PA and Master Agreement No. MA176. Contractor and the Participating Entity agree that this PA will supersede and replace any existing Participating Addendum(s) under either T-Mobile NASPO 1907 Agreement or Sprint NASPO 1907 Agreement ("Existing 1907 Participating Addendums") as of the PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of the PA Effective Date.

PARTICIPATING ADDENDUM SW1012V

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity: Office of Management and Enterprise Services	Contractor: T-Mobile USA, Inc.
Signature: <u>Jerry Moore</u> Jerry Moore (Oct 22, 2020 10:59 CDT)	Signature: <u>David Bezzant</u> David Bezzant (Oct 20, 2020 11:00 MDT)
Printed Name: D. Jerry Moore	Printed Name: David Bezzant
Title: Chief Information Officer	Title: Vice President
Date: Oct 22, 2020	Date: Oct 20, 2020
	Legal Approved by: <u>Frederic Vimeux</u> Frederic Vimeux (Oct 5, 2020 09:36 PDT) T-Mobile USA, Inc. Legal Department

For questions on the Participating Addendum 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**

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

Any and all licensing, maintenance, or order-specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum, the Master Agreement, and to the extent the terms are not in conflict with applicable Oklahoma law. In the event of conflict among the terms and conditions, the Participating Addendum shall take precedence.

1. Definitions: The parties agree that, when used in the Agreement, the following terms are defined as set forth below:

A. Acquisition

The term ("Acquisition") means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act.

B. Contract Document

The term ("Contract Document") means this Agreement, any statement of work, work order, or other similar ordering document related hereto and executed by the Vendor and the State of Oklahoma, as applicable; any purchase order related hereto; other mutually agreed documents; and any Addendum to any of the foregoing.

C. Purchasing Entity

The term ("Purchasing Entity") shall include the State of Oklahoma (the "State") and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

D. Destination

The term ("Destination") means delivered to the receiving dock or other point specified in the applicable Contract Document.

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

E. Indemnified Parties

The term ("Indemnified Parties") means the State of Oklahoma and Customers, and/or their officers, agents, employees, representatives, contractors, assignees and/or designees.

2. Limitation of Authority

With respect to procurement transactions for Customers, Vendor shall have no authority to act for or on behalf of Customers or the State of Oklahoma, except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Customers or the State of Oklahoma.

3. Administrative Fees

For Oklahoma-based Purchasing Entities, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. "Contract Usage Report" shall include the following: (i) the applicable state contract number; (ii) report amount(s); (iii) reporting period covered; and (iv) the applicable state agency name(s). Contract Usage Reports shall also include usage of the Participating Addendum by any other governmental entities (i.e. county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Participating Addendum.

All Contract Usage Reports shall meet the following criteria:

- a) Must be submitted electronically in Microsoft Excel format.
- b) Reports shall be submitted quarterly regardless whether this Addendum has been used during the applicable quarterly reporting period.
- c) Quarterly reporting periods
 - a. January 01 through March 31, due April 30
 - b. April 01 through June 30, due July 31
 - c. July 01 through September 30, due October 31
 - d. October 01 through December 31, due January 31

All Contract Usage Reports shall be delivered to:
E-mail: strategic.sourcing@omes.ok.gov

For Oklahoma-based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all net sales transacted by any Purchasing Entity under the Participating Addendum (the "Oklahoma Admin Fee").

Contractor shall submit the Oklahoma Admin Fee on a quarterly basis. Failure to remit the Oklahoma Admin Fee quarterly may result in cancellation of the Participating Addendum.

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

Oklahoma Admin Fees shall not be reflected as a separate line item in Contractor's billing to participating state agencies and authorized users.

Payment of the Oklahoma Admin Fee shall be made via company check payable to OMES within forty-five (45) calendar days from the completion of the applicable quarterly reporting period set forth above.

Contractor agrees to notify OMES-ISD Procurement via the email address set forth below twenty-four (24) hours in advance of Contractor's submitting payment of the Oklahoma Admin Fee.

To ensure payment is properly accounted for, Contractor shall identify payment in the applicable Contract Usage Report as an "Administrative Fee" and shall include the following information: (i) the applicable state contract number, (ii) Oklahoma Admin Fee amount(s) paid, and (ii) the applicable quarterly reporting period.

Oklahoma Admin Fees shall be mailed to:
Office of Management and Enterprise Services
Attention: Accounts Receivable
5005 N. Lincoln Boulevard, Suite 200
Oklahoma City, OK 73105

4. Pricing

- A.** Pursuant to 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Customers under the Contract that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Further, such Customers and Customers that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Customers will provide Vendor with a tax exemption certificate upon request. Any taxes of any nature whatsoever payable by the Vendor shall not be reimbursed by the Customer.
- B.** Pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma Purchasing Entities shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Purchasing Entities for any travel expenses in addition to the total price of the products and/or services purchased hereunder..
- C.** The price to the Customer under the Participating Addendum shall include and Vendor shall prepay all shipping, packaging, delivery and handling fees. All Product deliveries will be Free on Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

5. Invoices and Payment

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Payments for goods and services are generally due thirty (30) days after receipt of a proper invoice; provided, however, Contractor acknowledges and agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days to pay Contractor shall not constitute default hereunder nor entitle Contractor to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.

6. Termination for Non-appropriation

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, Participating State shall provide ten (10) calendar days' written notice of intent to terminate. Notwithstanding the foregoing, if a Purchasing Entity issues an order and has accepted the products and/or services under such order, the Purchasing Entity shall be obligated to pay for such products and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

7. Notices

If a party is to give notice under the Participating Addendum, all notices to the State of Oklahoma shall be address as follows:

If sent to the State of Oklahoma:

D. Jerry Moore
Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

With a copy to:

OMES-IS Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

8. Choice of Law

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract Documents shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

9. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the Agreement, or any of the Contract Documents, shall be in Oklahoma County, Oklahoma. Further, notwithstanding any provision in the Agreement, the State does not waive the doctrine of sovereign immunity and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the State.

10. Conflict of Interest

In addition to any requirement of law or through a professional code of ethics or conduct, the Vendor, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, as long as the Vendor has an obligation under the Agreement, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State.

11. Force Majeure

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Purchasing Entity may terminate a purchase order if Vendor cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Purchasing Entity.

12. Invalid Term or Condition

To the extent any term or condition in the Participating Addendum conflicts with an applicable Oklahoma and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, Purchasing Entity makes no representation or warranty regarding the enforceability of such term or condition and Purchasing Entity does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the Contract term or condition.

13. Audits and Records Clause

- A.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Vendor agrees any pertinent federal or State agency or governing entity of a Purchasing Entity shall have the right to examine and audit all records relevant to the execution and performance of the Contract except costs of Vendor that comprise pricing under the Contract, unless otherwise agreed. Auditors shall provide Contractor with reasonable prior written notice and a detailed request of specifics. In the event that on-site examination is requested, documents shall be examined at T-Mobile's corporate location in Bellevue, WA or other locations where such documents are maintained. Audits may be conducted at the State's sole cost and expense. Any third-party auditor action on behalf of the State shall be subject to prior approval by Contractor, which shall not unreasonably be withheld. In the case of multiple audits, records available for auditing shall be limited to records for the period of time since the last performed audit of that type of records.
- B.** The Vendor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

termination of an Acquisition. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

14. Compliance with Applicable Laws

- A. As long as Vendor has an obligation under the terms of the Contract and in connection with performance of its obligations, the Vendor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- i. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
 - ii. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - iii. Prospective participant requirements set at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
 - iv. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - v. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;
 - vi. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity;
 - vii. Through its operating entity, T-Mobile Central LLC be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify; and

viii. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

B. The Vendor shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

C. As applicable, Vendor agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

15. Employment Relationship

The Addendum does not create an employment relationship. Individuals performing Services required by the Addendum are not employees of the Purchasing Entity. The Vendor's employees shall not be considered employees of the Purchasing Entity for any purpose, and accordingly shall not be eligible for rights or benefits accruing to such employees.

16. Publicity

Vendor acknowledges and agrees that the existence of the Contract or any Acquisition thereunder is not in any way an endorsement by the Purchasing Entity, the Products or the Services and shall not be so construed by Vendor in any advertising or publicity materials. Vendor agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Participating Addendum wherein the name of the Purchasing Entity is mentioned or language used from which the connection of the Purchasing Entity therewith may, in the State's judgment, be inferred or implied as an endorsement. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices without obtaining the prior written approval of the State.

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

17. Open Records Act

Vendor acknowledges that Purchasing Entity are subject to the Oklahoma Open Records Act. Vendor also acknowledges that such Purchasing Entity will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Contract provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

18. Confidentiality

A. Vendor receives limited personal information necessary to allow Vendor to manage the relationship, such as the business contact information of the State Customer designates to manage the Master Account. Vendor also generates personal information through operation of the services provided, for example details of calling history and call locations, which are considered Customer Proprietary Network Information ("CPNI") under FCC rules, and other important information related to use of data services, which is not CPNI. Vendor will collect, use, disclose, or otherwise process such information only as necessary to perform obligations under this contract or otherwise as required by law and in no event will any such data be sold or otherwise disclosed or shared. Notwithstanding the foregoing, as set forth in Vendor's Privacy Policy, Vendor may only disclose information to third-parties involved in legal process or protection matters, including government authorities, where Vendor has a good faith belief that disclosure of such information is reasonably necessary. Vendor will protect the security, integrity, and confidentiality of such information in accordance with applicable U.S. law and industry-applicable standards. Additionally, Vendor's Privacy Policy is set forth at www.t-mobile.com/privacy and may be amended from time to time. The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as needed by Vendor for performance of its obligations under the Contract. If Vendor utilizes a subcontractor the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the Vendor and agree to the same obligations as Vendor, to the extent

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

applicable. Before Vendor utilizes any subcontractors, it shall first obtain the written approval of the State.

- B. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized in advance to do so in writing by the State Purchasing Director, the individual with administrative control over a Customer or in compliance with a valid court order. The Vendor shall immediately forward to the State and the State Purchasing Director any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

19. Assignment and Permitted Subcontractors

- A. Vendor's obligations under the Addendum may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion provided T-Mobile and Customer may assign in whole or in part their respective rights or duties under this Agreement without prior consent of the other Party to any parent, affiliate or subsidiary or to any party acquiring all or substantially all of the assigning Party's capital stock or assets (including, without limitation, any assignment by operation of law). Should Vendor assign its rights to payment, in whole or in part, under the Addendum, Vendor shall provide the State of Oklahoma with written notice of the assignment. Such written notice shall contain details sufficient for the Participating Entity to perform its payment obligations without any delay caused by the assignment.
- B. If the Vendor is permitted to utilize subcontractors in support of the Addendum, the Vendor shall remain solely responsible for its obligations under the terms of the Addendum and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name, and by employee name if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Vendor, the Vendor shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Vendor. Such approval is within the sole discretion of the State. As part of the approval request, the Vendor shall provide a copy of a written agreement executed by the Vendor and subcontractor setting forth that such subcontractor is bound by and agrees to perform, as applicable, the same covenants and be subject to the same conditions,

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

and make identical certifications to the same facts and criteria, as the Vendor under the terms of all applicable Contract Documents. Vendor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State of Oklahoma further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

- C. All payments under the Addendum shall be made directly to the Vendor, except as provided in Section A above regarding the Vendor's assignment of payment. No payment shall be made to the Vendor for performance by unapproved or disapproved employees of the Vendor or a subcontractor.

20. Failure to Enforce

Failure by the State or a Customer, as applicable, at any time to enforce a provision of, or exercise a right under, the Addendum shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Addendum at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Addendum.

21. Mutual Responsibilities of the Parties

- A. Neither the State nor the Vendor grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. The Addendum is a non-exclusive contract, and each party is free to enter into similar agreements with others.
- C. The Customer and Vendor each grant the other only the licenses and rights specified in the Addendum and all other rights and interests are expressly reserved.
- D. The State and Vendor shall reasonably cooperate with each other and any vendor to which Products and/or Services under the Contract may be transitioned after termination or expiration of the Addendum.

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either Customer, the State or the Vendor is required under the Addendum, such action shall not be unreasonably delayed or withheld.

22. Indemnification

A. Acts or Omissions

Vendor shall indemnify and hold harmless the Indemnified Parties, as applicable, from any and all liability, including costs, expenses and attorney fees, for actions, claims, demands and suits arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Vendor or its agents, employees, or subcontractors in the execution or performance of the Addendum.

B. Coordination of Defense

IN CONNECTION WITH INDEMNIFICATION OF A PURCHASING ENTITY WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CONTRACTOR SHALL CONTINUE TO BE OBLIGATED TO INDEMNIFY THE PARTICIPATING ENTITY AND, TO THE EXTENT APPLICABLE, ANY AND ALL PURCHASING ENTITIES, IN ACCORDANCE WITH AND TO THE EXTENT CONTRACTOR PROVIDES SUCH INDEMNITY UNDER THIS MASTER AGREEMENT.

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

23. Miscellaneous

A. Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

B. Section Headings

The headings used in any Contract Document are intended for convenience only and do not constitute terms of the contract.

C. Sovereign Immunity

Notwithstanding any provision of any Contract Document, the State does not waive its sovereign immunity or immunity from suit.

D. Survival

As applicable, performance under all license, subscription, service agreements and other similar Contract Documents entered into between Vendor and any Customer under the terms of the Contract shall survive expiration or termination of the contract. Additionally, rights and obligations under the Addendum which by their nature should survive including, but not limited to, payment obligations invoiced prior to expiration or termination; confidentiality obligations and indemnification remain in effect after expiration or termination of the contract.

E. Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between a Customer and Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid.

EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND T-MOBILE USA, INC. ("SW1012") TO THE NASPO MASTER AGREEMENT MA176-1

F. Compliance and Electronic and Information Technology Accessibility

Vendor shall comply with federal and State laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If Products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum. Accordingly, in each statement of work or similar document issued pursuant to the Addendum, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

G. Offshore Services

Contractor shall not store, access, nor process outside of the United States of America any data belonging to any such Purchasing Entity without the prior written approval of the Participating State/Entity, which approval may be given or withheld at the sole and absolute discretion of the Participating State/Entity. Notwithstanding, this section shall not prohibit Contractor from providing Order related administration and/or support services available from its global locations outside of the United States.

EXECUTION VERSION SW1012 TMobile PA w Ex 1

Final Audit Report

2020-10-22

Created:	2020-10-05
By:	Matthew Gomez (matthew.gomez@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA64rtVeBF4UDI2wV8JoP4ZFPvteCyq7vg

"EXECUTION VERSION SW1012 TMobile PA w Ex 1" History

-  Document created by Matthew Gomez (matthew.gomez@omes.ok.gov)
2020-10-05 - 2:54:29 PM GMT- IP address: 204.62.25.100

-  Document emailed to frederic vimeux (frederic.vimeux1@t-mobile.com) for signature
2020-10-05 - 2:56:10 PM GMT

-  Email viewed by frederic vimeux (frederic.vimeux1@t-mobile.com)
2020-10-05 - 3:11:05 PM GMT- IP address: 76.104.137.197

-  Document e-signed by frederic vimeux (frederic.vimeux1@t-mobile.com)
Signature Date: 2020-10-05 - 4:36:53 PM GMT - Time Source: server- IP address: 76.104.137.197

-  Document emailed to davidbezzant@t-mobile.com for signature
2020-10-05 - 4:36:55 PM GMT

-  Matthew Gomez (matthew.gomez@omes.ok.gov) replaced signer davidbezzant@t-mobile.com with David Bezzant (david.bezzant@t-mobile.com)
2020-10-20 - 4:10:41 PM GMT- IP address: 165.225.216.95

-  Document emailed to David Bezzant (david.bezzant@t-mobile.com) for signature
2020-10-20 - 4:10:41 PM GMT

-  Email viewed by David Bezzant (david.bezzant@t-mobile.com)
2020-10-20 - 4:50:39 PM GMT- IP address: 104.47.37.254

-  Document e-signed by David Bezzant (david.bezzant@t-mobile.com)
Signature Date: 2020-10-20 - 5:00:51 PM GMT - Time Source: server- IP address: 206.29.176.51

-  Document emailed to Jerry Moore (jerry.moore@omes.ok.gov) for signature
2020-10-20 - 5:00:52 PM GMT

 Email viewed by Jerry Moore (jerry.moore@omes.ok.gov)

2020-10-20 - 5:51:40 PM GMT - IP address: 165.225.216.91

 Document e-signed by Jerry Moore (jerry.moore@omes.ok.gov)

Signature Date: 2020-10-22 - 3:59:26 PM GMT - Time Source: server- IP address: 204.62.25.100

 Agreement completed.

2020-10-22 - 3:59:26 PM GMT

Purchase Order

COTPA
 100 North Walker, 2nd Floor
 Oklahoma City OK 73102

Dispatch via Print
 Revision Page
 _____ _____

Purchase Order **Date**
 COTPA-0000015395 08/17/2021

Payment Terms **Freight Terms** **Ship Via**
 NET30 FOB Destination

Purchase order number must appear on all invoices, bills of lading, packages, and correspondence.

Vendor: 0000255426
 Hot Moms Transport
 2325 North Towry Drive
 Midwest City OK 73110

Requestor **Phone/Email** **Currency**
 Knisley, Megan J

Ship To: EMBARK
 TR3
 2000 S May Avenue
 Oklahoma City OK 73108
 ,405/297-3875,

Bill To: Accounts Payable
 100 North Walker
 Ste 200
 Oklahoma City OK 73102

Tax Exempt? Y **Tax Exempt ID:** 73-0758089 **Replenishment Option:** Standard

Line	Item/Description	Cat Cd	Mfg Itm ID	Quantity	UOM	PO Price	Extended Amt	Due Date	
1	Social Services Transportation	781100		1,000.00	EA	1.00000	1,000.00	08/17/2021	
	COTPA 52550433 5200235 1100 520 CS002		1000.00						
	Contract ID: COTPA-OM-2020047-R1-HMT		Contract Line: 1	Category Line: 0	Release: 1	<<DO NOT MAIL TO VENDOR>>			
2	Senior Interim and NEMT Transportation	781100		10,000.00	EA	1.00000	10,000.00	08/17/2021	
	COTPA 52550433 5200235 1100 520 CS014		10000.00						
	Contract ID: COTPA-OM-2020047-R1-HMT		Contract Line: 1	Category Line: 0	Release: 2				
3	Arnall Climb Ride Program	781100		10,000.00	EA	1.00000	10,000.00	08/17/2021	
	COTPA 52550433 5200235 1100 520 CS017		10000.00						
	Contract ID: COTPA-OM-2020047-R1-HMT		Contract Line: 1	Category Line: 0	Release: 3				
4	Canadian County Medical Transportation	781100		10,000.00	EA	1.00000	10,000.00	08/17/2021	
	COTPA 52550433 5200235 1100 520 CS018		10000.00						
	Contract ID: COTPA-OM-2020047-R1-HMT		Contract Line: 1	Category Line: 0	Release: 4				
PO Page Total							31,000.00		

I hereby certify as of the above purchase date, that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriations.

Encumbering Officer


Hot Moms Transport
2325 North Towry Drive
Midwest City, OK 73110

The condition of this order must not be changed by vendor. If order is not acceptable, return to the originating Purchasing Department of The City of Oklahoma City. Failure to deliver or to comply with any of the terms and conditions according to the Purchase Order or any contract that so generated this Purchase Order may disqualify the vendor from receiving future orders. In the event of conflict between the terms and conditions of this Purchase Order and the terms and conditions of the Contract that generated this Purchase Order, the terms and conditions of the Contract shall take precedence.

PAYMENT ACCEPTANCE-Notice: Any vendor who accepts payment confirms the following: The (claimant, architect, contractor, supplier, engineer, or supervisory official), of lawful age, being first, duly sworn on oath says that this (invoice, claim, or contract) is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or request furnished to the affiant. Affiant further states that (s)he has made no payment, given or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of The City of Oklahoma City, or of any Trust for which The City of Oklahoma City is a beneficiary, of money or any other thing of value to obtain payment or the award of this contract.

QUALITY- All materials or services furnished on this order must be specified, and subject to City, or Trust, inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Purchasing Agent.

Material rejected will be returned at the vendor's risk and expense.

QUANTITY/PRICE-The quantity of material ordered or the price specified must not be exceeded without written authority being first obtained from the Purchasing Agent.

INDEMNITY AND INSURANCE- The vendor agrees to indemnify and hold harmless The City of Oklahoma City and its Trusts, including all officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorney's fee, brought or incurred on account of injuries or damages sustained by any party due to the operations of or goods sold by the vendor under this contract. The vendor further agrees to provide worker's compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by The City for the particular circumstances and operations of the vendor. The vendor further agrees to provide The City, and any of its Trusts which may utilize the Contract, with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING-Packages must be plainly marked with shipper's name and Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in

DELIVERY- All material must be shipped F.O.B. Destination. Neither The City nor its Trusts will pay freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Deliveries must actually be effected within time stated on Purchase Order, failing which The City and its Trusts reserve the right to cancel this order and purchase elsewhere. Deliveries shall be made between 8:00 A.M. and 5:00 P.M. Monday through Friday, excluding legal holidays, unless otherwise stated. In case of default by the vendor, The City of Oklahoma City or its Trusts may procure the articles or service covered by this order from other sources and hold the vendor responsible for any excess expense occasioned thereby.

Inside delivery may be required.

SAFETY DATA SHEETS- The vendor agrees to furnish The City of Oklahoma City, and any of its Trusts utilizing the Contract, with a current Safety Data Sheet (SDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under appropriate State of Oklahoma Statute.

Appropriate labels and SDSs shall be provided for all shipments. Send SDSs and other pertinent data to: City of Oklahoma City, Risk Management Division,

420 W. Main, Suite 630, Oklahoma City, Oklahoma 73102.

OSHA REQUIREMENT-The vendor or contractor hereby guarantees The City of Oklahoma City and its Trusts that all material, supplies and equipment as listed on the Purchase Order meet the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

THE CITY OF OKLAHOMA CITY AND ITS TRUSTS ARE EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX. THE CITY'S SALES TAX EXEMPT PERMIT NUMBER IS 516924.

Purchase Order

COTPA

100 North Walker, 2nd Floor
Oklahoma City OK 73102

Purchase order number must appear on all invoices, bills of lading, packages, and correspondence.

Vendor: 0000255426
Hot Moms Transport
2325 North Towry Drive
Midwest City OK 73110

Purchase Order	Date	Dispatch via Print	Revision	Page
COTPA-0000015395	08/17/2021			2
Payment Terms	Freight Terms	Ship Via		
NET30	FOB Destination			
Requestor	Phone/Email	Currency		
Knisley, Megan J		USD		
Ship To:	EMBARK TR3 2000 S May Avenue Oklahoma City OK 73108 ,405/297-3875,			
Bill To:	Accounts Payable 100 North Walker Ste 200 Oklahoma City OK 73102			

Tax Exempt? Y **Tax Exempt ID:** 73-0758089

Replenishment Option: Standard

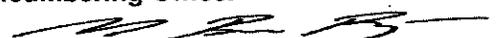
Line	Item/Description	Cat Cd	Mfg Itm ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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PO Page Total 0.00

Total PO Amount 31,000.00

I hereby certify as of the above purchase date, that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriations.

Encumbering Officer



Hot Moms Transport
2325 North Towry Drive
Midwest City, OK 73110

The condition of this order must not be changed by vendor. If order is not acceptable, return to the originating Purchasing Department of The City of Oklahoma City. Failure to deliver or to comply with any of the terms and conditions according to the Purchase Order or any contract that so generated this Purchase Order may disqualify the vendor from receiving future orders. In the event of conflict between the terms and conditions of this Purchase Order and the terms and conditions of the Contract that generated this Purchase Order, the terms and conditions of the Contract shall take precedence.

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QUALITY-All materials or services furnished on this order must be specified, and subject to City, or Trust, inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Purchasing Agent.

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QUANTITY/PRICE-The quantity of material ordered or the price specified must not be exceeded without written authority being first obtained from the Purchasing Agent.

INDEMNITY AND INSURANCE-The vendor agrees to indemnify and hold harmless The City of Oklahoma City and its Trusts, including all officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorney's fee, brought or incurred on account of injuries or damages sustained by any party due to the operations of or goods sold by the vendor under this contract. The vendor further agrees to provide worker's compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by The City for the particular circumstances and operations of the vendor. The vendor further agrees to provide The City, and any of its Trusts which may utilize the Contract, with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING-Packages must be plainly marked with shipper's name and Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in

DELIVERY-All material must be shipped F.O.B. Destination. Neither The City nor its Trusts will pay freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Deliveries must actually be effected within time stated on Purchase Order, failing which The City and its Trusts reserve the right to cancel this order and purchase elsewhere. Deliveries shall be made between 8:00 A.M. and 5:00 P.M. Monday through Friday, excluding legal holidays, unless otherwise stated. In case of default by the vendor, The City of Oklahoma City or its Trusts may procure the articles or service covered by this order from other sources and hold the vendor responsible for any excess expense occasioned thereby.

Inside delivery may be required.

SAFETY DATA SHEETS-The vendor agrees to furnish The City of Oklahoma City, and any of its Trusts utilizing the Contract, with a current Safety Data Sheet (SDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under appropriate State of Oklahoma Statute.

Appropriate labels and SDSs shall be provided for all shipments. Send SDSs and other pertinent data to: City of Oklahoma City, Risk Management Division,

420 W. Main, Suite 630, Oklahoma City, Oklahoma 73102.

OSHA REQUIREMENT-The vendor or contractor hereby guarantees The City of Oklahoma City and its Trusts that all material, supplies and equipment as listed on the Purchase Order meet the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

**THE CITY OF OKLAHOMA CITY AND ITS TRUSTS ARE EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.
THE CITY'S SALES TAX EXEMPT PERMIT NUMBER IS 516924.**



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP D/B/A VERIZON**

WIRELESS

Participating Entity: **STATE OF OKLAHOMA**

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 No: MA152) for use by state agencies and other entities, as provided in the Master Agreement, 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, and 3.

Participating Entity has elected to participate in **Categories 1 and 2**. State entities wishing to participate in Category 3 must negotiate and execute an addendum which includes the State's Hosting Agreement and other terms, as needed.

2. Participation: This PA may be used by all state agencies, interlocal entities, or affiliates who are authorized by the State Chief Procurement Official or otherwise eligible to place 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. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are *attached and incorporated as **Exhibit 1***.

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

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. Purchase Order Instructions:

All purchase orders issued by purchasing entities within the jurisdiction of this PA shall include the Participating State contract number: SW1012V and the Lead State price agreement number: MS152-1. This Participating Addendum and the Master Price Agreement number MA152-1

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

(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 thereof. Terms and conditions inconsistent with, contrary or in addition to the terms and condition of this PA and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity.

6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Cellco Partnership d/b/a Verizon Wireless
Address:	15505 Sand Canyon Ave Bldg D, Irvine, CA USA 92618
Telephone:	949.249.8700
Fax:	240.280.3686
Email:	Doug.Robertson@VerizonWireless.com

Participating Entity

Name:	IT Statewide Initiatives Lead
Address:	5005 N. Lincoln Blvd. Suite 200, Oklahoma City, OK 73105
Telephone:	405-521-4772
Fax:	N/A
Email:	purchasing@omes.ok.gov

7. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.



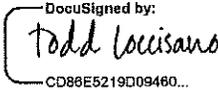
NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

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

Participating Entity: State of Oklahoma	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature: 	Signature: 
Printed Name: D. Jerry Moore	Printed Name: Todd Loccisano
Title: Chief Information Officer	Title: VP- Contract Management
Date: Nov 18, 2020	Date: 9/14/2020 11:29 AM MDT

For questions on the Participating Addendum 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:

<p><u>PA@naspovaluepoint.org</u></p> <p><i>To support documentation of participation and posting in appropriate databases</i></p>

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
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These Additional Terms and Conditions ("Additional Terms") supplement the State of Oklahoma Participating Addendum ("PA") to the NASPO ValuePoint Master Agreement – Number MA 152, dated August 13, 2019 ("Master Agreement") held by Cellco Partnership d/b/a Verizon Wireless ("Customer"). Any and all licensing, maintenance, or order-specific agreements referenced within these Additional Terms and Conditions are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum, the Master Agreement, or applicable Oklahoma law. In the event of conflict among the terms and conditions, the Participating Addendum shall take precedence.

1. Definitions: The parties agree that, when used in the Agreement, the following terms are defined as set forth below:

A. Acquisition

The term ("Acquisition") means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act.

B. Contract Document

The term ("Contract Document") means the Master Agreement, the Participating Addendum, these Additional Terms, any statement of work, work order, or other similar ordering document related hereto and executed by the Contractor and the State of Oklahoma, as applicable; any purchase order related hereto; other mutually agreed documents; and any addendum to any of the foregoing.

C. Eligible Purchasing for the State of OK

The term ("Purchasing Entity") shall include the State of Oklahoma (the "State") and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Oklahoma Governmental Tort Claims Act, 51 O.S. § 152.1 *et seq.*, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

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D. Destination

The term ("Destination") means delivered to the receiving dock or other point specified in the applicable Contract Document.

2. Limitation of Authority

With respect to procurement transactions for Purchasing Entities, Contractor shall have no authority to act for or on behalf of Purchasing Entities or the State of Oklahoma, except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Purchasing Entities or the State of Oklahoma.

3. Administrative Fees

For Oklahoma-based Purchasing Entities, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. "Contract Usage Report" shall include the following: (i) the applicable state contract number; (ii) report amount(s); (iii) reporting period covered; and (iv) the applicable state agency name(s). Contract Usage Reports shall also include usage of the Participating Addendum by any other governmental entities (i.e. county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Participating Addendum.

All Contract Usage Reports shall meet the following criteria:

- a) Must be submitted electronically in Microsoft Excel format.
- b) Reports shall be submitted quarterly regardless whether this Addendum has been used during the applicable quarterly reporting period.
- c) Quarterly reporting periods
 - a. January 01 through March 31, due April 30
 - b. April 01 through June 30, due July 31
 - c. July 01 through September 30, due October 31
 - d. October 01 through December 31, due January 31

All Contract Usage Reports shall be delivered to:

E-mail: strategic.sourcing@omes.ok.gov

For Oklahoma-based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all net sales transacted by any Purchasing Entity

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under the Participating Addendum (the "Oklahoma Admin Fee").

Contractor shall submit the Oklahoma Admin Fee on a quarterly basis. Failure to remit the Oklahoma Admin Fee quarterly may result in cancellation of the Participating Addendum. Oklahoma Admin Fees shall not be reflected as a separate line item in Contractor's billing to participating state agencies and authorized users.

Payment of the Oklahoma Admin Fee shall be made via company check payable to OMES within forty-five (45) calendar days from the completion of the applicable quarterly reporting period set forth above.

Contractor agrees to notify OMES-ISD Procurement via the email address set forth below twenty-four (24) hours in advance of Contractor's submitting payment of the Oklahoma Admin Fee.

To ensure payment is properly accounted for, Contractor shall identify payment in the applicable Contract Usage Report as an "Administrative Fee" and shall include the following information: (i) the applicable state contract number, (ii) Oklahoma Admin Fee amount(s) paid, and (ii) the applicable quarterly reporting period.

Oklahoma Admin Fees shall be mailed to:
Office of Management and Enterprise Services
Attention: Accounts Receivable
5005 N. Lincoln Boulevard, Suite 200
Oklahoma City, OK 73105

4. Pricing

- A.** Pursuant to 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Purchasing Entities under the Contract that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Further, such Purchasing Entities and Purchasing Entities that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Purchasing Entities will provide Contractor with a tax exemption certificate upon request. Any taxes of any nature whatsoever payable by the Contractor shall not be reimbursed by the Purchasing Entity.

- B.** Pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma Purchasing Entities shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Purchasing Entities for any travel expenses in addition to the total price of the

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products and/or services purchased hereunder, except as agreed by Oklahoma Purchasing Entities in writing.

- C. The price to the Customer under the Participating Addendum shall include and Contractor shall prepay all shipping, packaging, delivery and handling fees. All Product deliveries will be Free on Board Purchasing Entity's Destination. No additional fees shall be charged to the Purchasing Entity for standard shipping and handling. If the Purchasing Entity requests expedited or special delivery, Purchasing Entity may be responsible for any charges for expedited or special delivery.

5. Invoices and Payment

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Payments for goods and services are generally due thirty (30) days after receipt of a proper invoice; provided, however, Contractor acknowledges and agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days to pay Contractor shall not constitute default hereunder nor entitle Contractor to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.

6. Termination for Non-appropriation

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, Participating State shall provide Contractor ten (10) calendar days' written notice of intent to terminate. Notwithstanding the foregoing, if a Purchasing Entity issues an order and has accepted the products and/or services under such order, the Purchasing Entity shall be obligated to pay for such products and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. If a written notice is delivered under this section, the State will reimburse Contractor for the products and/or services properly ordered and/or

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properly performed until the effective date of said notice (whether or not they have been fully paid for as of the date of the notice).

7. Notices

If a party is to give notice under the Participating Addendum, all notices to the State of Oklahoma shall be address as follows:

If sent to the State of Oklahoma:

D. Jerry Moore
Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:

OMES-IS Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

8. Choice of Law

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract Documents shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

9. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the Agreement, or any of the Contract Documents, shall be in Oklahoma County, Oklahoma.

10. Conflict of Interest

In addition to any requirement of law or through a professional code of ethics or conduct, the Vendor, its employees, agents and subcontractors are required to disclose any outside

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activity or interest that conflicts or may conflict with the best interest of the State. Further, as long as the Vendor has an obligation under the Agreement, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State.

11. Force Majeure

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Contractor cannot cause delivery of a product or service in a timely manner to meet the business needs of the State. Contractor is not entitled to payment for products or services not received and, therefore, amounts payable to Contractor during the force majeure event shall be equitably adjusted downward.

Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Contractor's system or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Contractor's systems or (b) the delay or failure of Contractor or subcontractor personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event

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modifies or excuses Contractor's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

12. Invalid Term or Condition

To the extent any term or condition in the Participating Addendum conflicts with an applicable Oklahoma and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, Purchasing Entity makes no representation or warranty regarding the enforceability of such term or condition and Purchasing Entity does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the Contract term or condition.

13. Audits and Records Clause

- A. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Vendor agrees any pertinent federal or State agency or governing entity of a Purchasing Entity shall have the right to examine and audit all records relevant to the execution and performance of the Contract except costs of Vendor that comprise pricing under the Contract, unless otherwise agreed.
- B. The Vendor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

14. Compliance with Applicable Laws

- A. As long as Contractor has an obligation under the terms of the Contract and in connection with performance of its obligations, the Contractor shall comply with

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all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- i. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
- ii. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- iii. Prospective participant requirements set at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- iv. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- v. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;
- vi. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity;
- vii. Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify; and
- viii. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

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- B. The Contractor shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- C. As applicable, Contractor agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

15. Publicity

Contractor acknowledges and agrees that the existence of the Contract or any Acquisition thereunder is not in any way an endorsement by the Purchasing Entity, the Products or the Services and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the a Purchasing Entity all advertising, sales, promotion, and other publicity matters relating to the Participating Addendum wherein the name of the Purchasing Entity is mentioned or language used from which the connection of the Purchasing Entity therewith may reasonably be inferred or implied as an endorsement. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices without obtaining the prior written approval of the Purchasing Entity.

16. Open Records Act

Contractor acknowledges that Purchasing Entity are subject to the Oklahoma Open Records Act, 51 O.S. 24A.1 et seq. Contractor also acknowledges that such Purchasing Entity will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Contract provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

17. Confidentiality:

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A. Contractor receives limited personal information necessary to allow Contractor to manage the relationship, such as the business contact information of the State Customer designates to manage the Master Account. Contractor also generates personal information through operation of the services provided, for example details of calling history and call locations, which are considered Customer Proprietary Network Information ("CPNI") under FCC rules, and other important information related to use of data services, which is not CPNI. Contractor will collect, use, disclose, or otherwise process such information only as necessary to perform obligations under this contract or otherwise as required by law and in no event will any such data be sold or otherwise disclosed or shared. Notwithstanding the foregoing, as set forth in Vendor's Privacy Policy, Contractor may only disclose information to third-parties involved in legal process or protection matters, including government authorities, where Contractor has a good faith belief that disclosure of such information is reasonably necessary. Contractor will protect the security, integrity, and confidentiality of such information in accordance with applicable U.S. law and industry-applicable standards. Additionally, Contractor's Privacy Policy is set forth at www.verizon.com/about/privacy and may be amended from time to time. The Contractor shall maintain strict security of all State data and records entrusted to it or to which the Contractor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as needed by Contractor for performance of its obligations under the Contract. If Contractor utilizes a subcontractor the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the Contractor and agree to the same obligations as Contractor, to the extent applicable. Before Contractor utilizes any subcontractors, it shall first obtain the written approval of the State.

B. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized in advance to do so in writing by the State Purchasing Director, the individual with administrative control over a Customer or in compliance with a valid court order. The Vendor shall immediately forward to the State and the State Purchasing Director any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

18. Assignment and Permitted Subcontractors

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- A.** Vendor's obligations under the Addendum may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Vendor assign its rights to payment, in whole or in part, under the Addendum, Vendor shall provide the State of Oklahoma with written notice of the assignment. Such written notice shall contain details sufficient for the Participating Entity to perform its payment obligations without any delay caused by the assignment.
- B.** If the Vendor is permitted to utilize subcontractors in support of the Addendum, the Vendor shall remain solely responsible for its obligations under the terms of the Addendum and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name, and by employee name if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Vendor, the Vendor shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Vendor. Such approval is within the sole discretion of the State. As part of the approval request, the Vendor shall provide a copy of a written agreement executed by the Vendor and subcontractor setting forth that such subcontractor is bound by and agrees to perform, as applicable, the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Vendor under the terms of all applicable Contract Documents. Vendor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State of Oklahoma further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- C.** All payments under the Addendum shall be made directly to the Vendor, except as provided in Section A above regarding the Vendor's assignment of payment. No payment shall be made to the Vendor for performance by unapproved or disapproved employees of the Vendor or a subcontractor.

19. Mutual Responsibilities of the Parties

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- A.** Neither the State nor the Contractor grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Participating Addendum is a non-exclusive contract, and each party is free to enter into similar agreements with others.
- C.** The State and Contractor each grant the other only the licenses and rights specified in the Participating Addendum and all other rights and interests are expressly reserved.
- D.** The State and Contractor shall reasonably cooperate with each other and any vendor to which Products and/or Services under the Contract may be transitioned after termination or expiration of the Participating Addendum.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either the Purchasing Entities or the Contractor is required under the Participating Addendum, such action shall not be unreasonably delayed or withheld.

20. Indemnification

A. Acts or Omissions

Vendor shall indemnify and hold harmless the Indemnified Parties, as applicable, from any and all liability, including costs, expenses and attorney fees, for actions, claims, demands and suits arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Vendor or its agents, employees, or subcontractors in the execution or performance of the Addendum.

B. Coordination of Defense

IN CONNECTION WITH INDEMNIFICATION OF A PURCHASING ENTITY WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY

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SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CONTRACTOR SHALL CONTINUE TO BE OBLIGATED TO INDEMNIFY THE PARTICIPATING ENTITY AND, TO THE EXTENT APPLICABLE, ANY AND ALL PURCHASING ENTITIES, IN ACCORDANCE WITH AND TO THE EXTENT CONTRACTOR PROVIDES SUCH INDEMNITY UNDER THIS MASTER AGREEMENT.

21. Miscellaneous

A. Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

B. Section Headings

The headings used in any Contract Document are intended for convenience only and do not constitute terms of the contract.

C. Sovereign Immunity

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Notwithstanding any provision of any Contract Document, the State does not waive its sovereign immunity or immunity from suit.

D. Survival

As applicable, performance under any Purchase Order accepted before expiration or termination of the PA shall continue in accordance with its terms notwithstanding the expiration or termination of the PA. Additionally, rights and obligations under the Addendum which by their nature should survive including, but not limited to, payment obligations invoiced prior to expiration or termination; confidentiality obligations and indemnification remain in effect after expiration or termination of the PA.

E. Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between a Customer and Contractor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid.

B. Compliance and Electronic and Information Technology Accessibility

Vendor shall comply with federal and State laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf, and shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If Products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum. Accordingly, in each statement of work or similar document issued pursuant to the Addendum, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and

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estimated cost to make the proposed products and/or services compliant with applicable Standards.

C. Offshore Services

Contractor shall not store, access, nor process outside of the United States of America any data belonging to any such Purchasing Entity without the prior written approval of the Participating State/Entity, which approval may be given or withheld at the sole and absolute discretion of the Participating State/Entity. Notwithstanding, this section shall not prohibit Contractor from providing Order related administration and/or support services available from its global locations outside of the United States.

VENDOR EXECUTED SW1012 Verizon PA w Attach Ex 1

Final Audit Report

2020-11-18

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