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**ADDENDUM 1 TO  
STATE OF OKLAHOMA CONTRACT WITH AT&T CORP.  
RESULTING FROM SOLICITATION NO. 0900000259**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to AT&T Corp. in connection with Solicitation No. 0900000259 resulting in Oklahoma Statewide Contract No. 1014 (“Solicitation”) and is effective July 19, 2020.

**Recitals**

Whereas, the State issued a Solicitation for proposals to provide telecommunication products and services for Oklahoma state entities and affiliates, as more particularly described in the Solicitation;

Whereas, AT&T Corp. submitted a proposal which contained exceptions to the Solicitation terms; and

Whereas, the State and AT&T Corp. have negotiated the final terms under which AT&T Corp. will perform the Services under the Contract.

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. **Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to AT&T Corp. as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled Negotiated Exceptions to Contract Resulting from Solicitation No 0900000259.

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

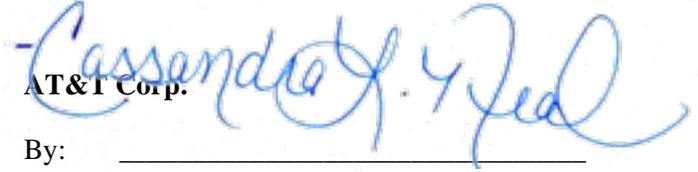
**State of Oklahoma**

By: DJerryMoore

Name: D. Jerry Moore

Title: Chief Information Officer

Date: 7/8/2020

AT&T Corp. 

By: \_\_\_\_\_

Name: Cassandra Neal

Title: Contract Specialist - CGI

Date: 16 Jul 2020

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**Negotiated Exceptions to Contract Resulting from Solicitation No. 0900000259**

<p>The negotiated exceptions to Solicitation No. 0900000259 set forth below hereby supersede the exceptions referenced generally or specifically in the Bid, which references shall be deemed not to constitute a portion of the Contract.</p> <p>The Parties agree to adopt and incorporate as part of this Contract the State of Oklahoma Master Agreement Numbered 155834UA entered into on 8/1/2019 between the State of Oklahoma and AT&amp;T Corp.</p>	
<b>Term &amp; Section</b>	<b>Language</b>
A. General Provisions A.1.18 Definitions	Section A.1.18 is deleted in its entirety and replaced with the following:  “Utilities” means a Bidder’s reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State.
A. General Provisions A.13.Delivery, Inspection and Acceptance	Section A.13 is deleted in its entirety and is replaced with section V “Ordering, Inspection and Acceptance” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.14.Invoicing and Payment	Section A.14 is deleted and is replaced with section VII “Invoices and Payment” of the Master Agreement Number 155834UA between Supplier and the State. In its place, AT&T would add the following:  Notwithstanding the foregoing, annual fees for licenses, maintenance and support of the licensed software provided pursuant to this Contract shall be paid in advance of each year of the license term. In the event of cancellation, termination, expiration, lapse, suspension, or discontinuation of this Contract for any other reason Supplier shall issue a pro-rated refund for all fees paid in advance for products and/or services provided directly from AT&T and not a third-party, including fees for subscription services.
A. General Provisions A.15.Audit and Records Clause	Section A.15 is deleted in its entirety and is replaced with section XVII “Audits and Records Clause” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.16.Non-Appropriation Clause	Section A.16 is deleted in its entirety and is replaced with section VII “Termination for Non-Appropriation” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.17.Choice of Law and Venue	Section A.17 is deleted in its entirety and is replaced with section X “Choice of Law” and section XI “Choice of Venue” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.18.Termination for Cause	Section A.18 is deleted in its entirety and is replaced with section XIV “Termination for Cause” of the Master Agreement Number 155834UA between Supplier and the State.

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<p>A. General Provisions A.19.Termination for Convenience</p>	<p>Section A.19 is deleted in its entirety and is replaced with section XV “Termination for Convenience” of the Master Agreement Number 155834UA between Supplier and the State.</p>
<p>A. General Provisions A.20.Insurance</p>	<p>Section A.20 is deleted in its entirety and replaced with the following:</p> <p>The Supplier shall maintain and promptly provide an ACORD form certificate of insurance as evidence to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:</p> <p>a) Worker’s Compensation and Employer’s Liability Insurance in accordance with applicable law.</p> <p>b) Commercial General Liability Insurance on a per occurrence basis with limits of liability in the amount of \$2,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage, this can be any combination of primary or excess coverage and/or self-insured retention;</p> <p>c) Automobile Liability Insurance with limits of liability of \$2,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles, this can be any combination of primary or excess coverage and/or self-insured retention and;</p> <p>d) Professional Liability/Errors and Omissions Insurance with limits of \$5,000,000 per claim and in the aggregate, this can be any combination of primary or excess coverage and/or self-insured retention.</p>
<p>A. General Provisions A.21.Employment Relationship</p>	<p>Section A.21 is deleted in its entirety and is replaced with section XXI “Employment Relationship” of the Master Agreement Number 155834UA between Supplier and the State.</p>
<p>A. General Provisions A.22.Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007</p>	<p>Section A.22 is deleted in its entirety and is replaced with section XVIII, viii “Compliance with Applicable Laws and Representations” of the Master Agreement Number 155834UA between Supplier and the State.</p>
<p>A. General Provisions A.23.Compliance with Applicable Laws</p>	<p>Section A.23 is deleted in its entirety and is replaced with section XVIII “Compliance with Applicable Laws and Representations” of the Master Agreement Number 155834UA between Supplier and the State.</p>
<p>A. General Provisions A.24.Gratuities</p>	<p>Section A.24 is deleted in its entirety and is replaced with section XXXVII, G “Gratuities” of the Master Agreement Number 155834UA between Supplier and the State.</p>

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A. General Provisions A.26.Mutual Responsibilities	Section A.26 is deleted in its entirety and is replaced with section XXXI “Mutual Responsibilities” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.27.Background Checks and Verifications	Section A.27 is deleted in its entirety and is replaced with section XXVII “Background Checks and Criminal History Investigations” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A28.Confidentiality	Section A.28 is deleted in its entirety and is replaced with section XXV “Confidentiality” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.30.Electronic and Information Technology Accessibility	Section A.30 is deleted in its entirety and is replaced with section XXXVIII, B “Compliance and Electronic and Information Technology Accessibility” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.31.Patents and Copyrights	Section A.31 is deleted in its entirety and is replaced with section XXXII “Patents and Copyrights” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.32.Assignment	Section A.32 is deleted in its entirety and is replaced with section XXVIII “Assignment and Permitted Subcontractors” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.33.Severability	Section A.33 is deleted in its entirety and is replaced with section XXXVII, B “Severability” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.35.Failure to Enforce	Section A.35 is deleted in its entirety and is replaced with section XXIX “Failure to Enforce” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.36.Conflict of Interest	Section A.36 is deleted in its entirety and is replaced with section XXII “Conflict of Interest” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.37.Limitation of Liability	Section A.37 is deleted in its entirety and is replaced with section XXXIV “Limitation of Liability” of the Master Agreement Number 155834UA between Supplier and the State.

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A. General Provisions A.38.Media Ownership (Disk Drive and/or Memory Chip Ownership)	Section A.38 is deleted in its entirety and is replaced with section XXXVIII, C “Media Ownership (Disk Drive and/or Memory Chip Ownership)” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.39.Offshore Services	Section A.39 is deleted in its entirety and is replaced with section XXXVIII, D “Offshore Services” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.41.Agency Policies	Section A.41 is deleted in its entirety and is replaced with section XXX “Supplier’s Compliance with Customer Policies” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.44.Emerging Technologies	Section A.44 is deleted in its entirety and is replaced with section XXXVIII, E “Emerging Technologies” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.45.Ownership Rights	Section A.45 is deleted in its entirety and replaced with the following:  Copies of any reports developed by the Supplier and delivered to the State are solely and exclusively owned by the State. The State is hereby granted under AT&T’s copyrights a perpetual, non-exclusive, personal and non-transferable right to use, reproduce, re-use, alter, modify, edited, or changed by the State as it sees fit for any of the State’s own internal business purposes.
A. General Provisions A.51.Non Tobacco – Smoke Free	Section A.51 is deleted in its entirety and is replaced with section XVIII, E “Compliance with Applicable Laws and Representations” of the Master Agreement Number 155834UA between Supplier and the State.
A. General Provisions A.52.OMES - ISD / Agency Relationship	Section A.52 is deleted in its entirety and is replaced with section XXXVIII, H “OMES Information Services Relationship” of the Master Agreement Number 155834UA between Supplier and the State.

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<p>B. Special Provisions B.2.Obligations of Permitted Subcontractor</p>	<p>Section B.2 is deleted in its entirety and is replaced with section XXVIII “Assignment and Permitted Subcontractors” of the Master Agreement Number 155834UA between Supplier and the State, as well as the following:</p> <p>The State additionally approves the use of the products and services offered directly by AT&amp;T or through AT&amp;T’s use of subcontractors in Exhibit 1, attached herein. AT&amp;T shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Supplier shall provide State any additional terms and conditions associated with products and services listed in Exhibit 1 prior to finalizing the Contract. If such terms and conditions are not negotiated, the State agrees to the additional terms and conditions associated with the products and services listed in Exhibit 1 to the extent the State’s obligations are not enlarged and rights are not reduced.</p>
<p>B.3 Warrants</p>	<p>Section B.3 is deleted in its entirety and is replaced with the warranty provision of section 4.4 of Attachment A (Contract Terms Specific to Supplier) Master Agreement Number 155834UA between Supplier and the State, as well as section 8 “Disclaimer of Liability and Warranties” of Attachment A (Contract Terms Specific to Supplier) to the Master Agreement Number 155834UA between Supplier and the State, as well as the following:</p> <p>Supplier provides and stands behind the service level agreements and associated penalties set forth in the applicable service guide(s) for each Service provided hereunder. If Supplier fails to meet the objectives set forth in its service level agreements, such failure materially and adversely affects the State’s use of any Service Component and such failure continues remedied for 30 days after Supplier’s receipt of State’s written notice, State may terminate the affected Service Components with no termination liabilities and if the failure materially and adversely affects the entire Contract, State may terminate the entire Contract with no termination liabilities.</p>

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<p>B. Special Provisions B.4. Administrative Fee</p>	<p>Section B.4 is deleted in its entirety and replaced with the following:</p> <p>Except for Acquisitions subject to E-Rate and/or OUSF participation, AT&amp;T agrees to pay an administrative fee in the sum of 1.0% of the combined total quarterly expenditures, as evidenced by the aggregate amount of Acquisitions under this Contract. All products or service prices shall be inclusive of the administrative fee. Notwithstanding anything to the contrary herein, the State reserves the right to increase or decrease the administrative fee as long as AT&amp;T has an obligation under this Contract without further requirement for an Amendment and shall provide written notice of such change to the Supplier. In the event the State increases the administrative fee it will provide AT&amp;T with sixty (60) days' written notice and an opportunity to submit a proportionate increase in its pricing subject to final CPO approval.</p> <p>Pricing increases up to 3% or the current CPI, whichever is higher, shall automatically be approved, when in response to a State increase in administrative fee. If the State increases the administrative fee above 3% without accepting AT&amp;T's proportional increase in its pricing, AT&amp;T reserves the right to terminate the Agreement without penalty. Such proposed updated pricing shall be submitted within forty-five days from which notice was provided to AT&amp;T. The administrative fee amount shall be noted on the quarterly "Contract Usage Report" and paid by AT&amp;T to the Oklahoma Office of Management and Enterprise Services within forty- five (45) calendar days of the quarterly reporting period stated under the section below titled "Contract Usage Reporting Requirements". AT&amp;T shall list this Contract number and identify the reporting year and quarter (for example, ITSW1014 4th Qtr. 2014) on the check stub of each administrative fee paid hereunder.</p> <p>The check shall be mailed to:</p> <p>Oklahoma Office of Management and Enterprise Services Accounts Receivable 5005 North Lincoln Boulevard Oklahoma City, Oklahoma 73118-8500 Attention: CFO</p>
<p>B. Special Provisions B.7. Authorized Users</p>	<p>Section B.7 is deleted in its entirety and is replaced with section III, E "Customer" of the Master Agreement Number 155834UA between Supplier and the State.</p>
<p>B. Special Provisions B.8. Manufacturer Accessibility VPAT Website</p>	<p>Section B.8 is deleted in its entirety and is replaced with section XXXVIII, B "Compliance and Electronic and Information Technology Accessibility" of the Master Agreement Number 155834UA between Supplier and the State.</p>

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<p>B. Special Provisions B.9. Commercial Off-The-Shelf (Cots) Software</p>	<p>Section B.9 is deleted in its entirety and is replaced with the warranty provision of section 4.4 of Attachment A (Contract Terms Specific to Supplier) Master Agreement Number 155834UA between Supplier and the State.</p> <p>For the purposes of the services provided under this RFP, AT&amp;T Software may be provided subject to the terms of a separate license or other agreement between Customer and AT&amp;T or its affiliate; provided, however, Customer shall not be liable for obligations or covenants under any such other agreement unless a proper representative of Customer has received a copy prior to acquisition of the AT&amp;T Software.</p>
<p>B. Special Provisions B.12. Ordering</p>	<p>Section B.12 is deleted in its entirety and is replaced with section V “Ordering, Inspection and Acceptance” of the Master Agreement Number 155834UA between Supplier and the State.</p>

**EXHIBIT 1 TO  
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<b>Product:</b>	<b>Service Name:</b>
Dedicated Ethernet	AT&T Dedicated Ethernet
Internet Access	AT&T Dedicated Internet
Switched Ethernet	AT&T Switched Ethernet
Audio Conferencing/ ZOOM	AT&T Global Conference Service II Option with Event Conferencing AT&T Conferencing with Zoom
AVPN	AT&T Virtual Private Network Service
Business DSL Enterprise	AT&T High Speed Internet - Enterprise
CPE Labor Rates	Customer Premise Equipment
Equipment	Customer Premise Equipment
Flexware	AT&T Flexware <sup>SM</sup>
HVS	AT&T Hosted Voice Service
Call Center Services -	AT&T Network Integration Contract Subcontractor: NICE InContact
IP Toll Free SIP trunking	AT&T IP Toll Free
IP Flex Reach SIP trunking	AT&T IP Flexible Reach
LD Business Block of Time	AT&T BUSINESS BLOCK OF TIME <sup>SM</sup>
NetBond	AT&T NetBond for Cloud
OneNet Domestic and International Long Distance	AT&T SDN OneNet BTB
Voice – Business Access Lines	ILEC Intrastate Services
Private Line -	AT&T Bandwidth Services
Professional Services	AT&T Professional Services
WiFi -	AT&T Business WiFi
Centrex	AT&T ILEC PLEXAR <sup>®</sup> Service
EFax	