

Wireless Data, Voice, and Accessories Contract Instructions for AT&T Corp. State of Idaho

Mandatory Use Categories

The categories awarded to AT&T Corp. include: Category 1 (Cellular Wireless Services), Category 2 (Equipment and Accessories), and Category 3 (Turnkey Wireless and IoT Solutions). Review the Master Agreement, pages thirty-seven (37) to fifty-one (51) for detailed information on each category.

Contract Term: March 30, 2021 – August 11, 2024. May be extended an additional 5 years.

Overview of Award Categories

The products and services for this contract are awarded in 3 (three) categories.

These categories are:

Category 1- Cellular Wireless Services: This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. “Cellular wireless transport” is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP). We are requesting pricing for both traditional cellular plans that include a subsidized mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device and require only network service from the carrier.

Category 2- Equipment and Accessories: This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.

Category 3- Turnkey Wireless and IoT Solutions that are offered as a product: This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

Ordering

All Purchase orders issued by agencies under this PADD must include a reference to this PADD (PADD20210619) and Master Agreement (MA149).

Contractor shall provide, by phone or online system, a means and method for providing Order reference numbers and tracking orders.

Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Products and/or Services contemplated by this Master Agreement. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

Purchase Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

All Purchase Orders placed pursuant to an Agreement, at a minimum, shall include:

- (1) The Products being ordered;
 - (2) The date of the Purchase Order;
 - (3) The place and requested time of delivery;
 - (4) A billing address;
 - (5) The name, phone number, and address of the Purchasing Entity representative;
 - (6) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (7) A ceiling amount of the Purchasing Order for Products being ordered;
- and
- (8) The Master Agreement identifier.

All communications concerning administration of Purchasing Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Purchase Order.

Purchase Orders must be placed pursuant to this Master Agreement prior to the termination date thereof but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

Shipping and Delivery

The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. The minimum shipment amount, if any, will be found Exhibit AA. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

In the event a Participating Entity intends to negotiate for Inside Deliveries, AT&T agrees to negotiate in good faith with such Participating Entity to include corresponding language in its PA.

All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

Inspection and Acceptance

Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

If any Products or Services performed do not conform to Master Agreement requirements, the Purchasing Entity may require the Contractor to provide the Products and/or perform the Services again in conformity with Master Agreement requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to Master Agreement requirements; and reduce the Master Agreement price to reflect the reduced value of the Products provided and/or the Services performed.

The warranty period shall begin upon delivery except as otherwise set forth in a statement of work.

Acceptance Testing may be explicitly set out in a Scope of Work ("SOW") to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement or SOW for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. Unless otherwise set forth in a SOW, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

Payment

Each Purchasing Entity must pay all charges, including, without limitation, airtime, roaming, recurring monthly service, optional feature charges, license fees, toll, collect call and directory assistance charges, Service charges, Equipment charges, Additional Products charges, and any other charges or calls billed to its CRUs' phone number. Purchasing Entities may be billed for multiple types of usage simultaneously. Purchasing Entities must also pay administrative and late payment fees, restoral and reactivation charges, and any Other Monthly Charges (as defined in Attachment AA, Contractor's Special Terms and Conditions, §9). For any termination of a CRU account (including when a Number is switched to another carrier), Purchasing Entity will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. Payment is due within forty-five (45) days after the date of the invoice.

Taxes

Subject to this §17(b), Purchasing Entities must pay applicable taxes and governmental fees regardless of whether they are imposed on a Purchasing Entity, a CRU, Contractor, or Carrier. Notwithstanding the foregoing, Contractor acknowledges that in certain instances, a Purchasing Entity may be tax-exempt. Contractor will accord the proper tax-exempt status to each Purchasing Entity that properly establishes such status. Notwithstanding this tax-exempt status, each Purchasing Entity must pay any and all taxes, fees, surcharges and other charges incurred under the Agreement not covered by its tax-exempt status.

Overdue Account Charges

Payment after Acceptance is normally made within forty-five (45) days following the date of the invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Purchasing Card

Payments will be remitted by mail or by electronic fund transfer (EFT). Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Warranty**General:**

Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. Except as specifically set forth above or expressly set forth in a scope of work for services, Contractor makes no representations or warranties, express or implied, and specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title, non-infringement or any warranty arising by usage of trade or course of dealing. Further, Contractor makes no representation or warranty that wireless calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or any similar emergency response number), or guarantee regarding network security, the encryption employed by any service, the integrity of any data that is sent, backed up, stored or subject to load balancing, or that contractor's security procedures will prevent the loss or alteration of, or improper access to, a Participating Entity's data and information. Contractor does not authorize anyone to make a warranty of any kind on its behalf, and Participating Entities should not rely on anyone making such statements. Contractor is not the manufacturer of equipment purchased by or provided to participating entities in connection with use of the service. Notwithstanding the foregoing, Contractor will pass through any and all manufacturer's warranty to the fullest extent allowed under law.

No Optimization Warranty

Notwithstanding any other provision in the Agreement including, without limitation, Contractor's response to RFP Attachment B, §6.1.3 Contractor, the Lead State, NASPO, and any and all Participating Entities and Purchasing Entities

under the Agreement hereby acknowledge and agree (a) that nothing in the Agreement, including the RFP, the Solicitation, and/or Contractor's response to the Solicitation, requires Contractor to provide an Optimization, Optimization Reports, suggestions, or guidance about ways to use or change Services or Products to Optimize, reduce or otherwise lessen a Purchasing Entity's charges incurred under the Agreement; and (b) that for any analysis or reporting that AT&T provides, there is no contractual guarantee or any other legally enforceable right that the reporting will Optimize, reduce or otherwise lessen a Purchasing Entity's charges incurred under the Agreement.

Optimization

The Parties acknowledge and agree that, notwithstanding any industry or other definition, the contents of an optimization report hereunder shall be defined as follows: "Optimize" or "Optimization Report" means an individual Purchasing Entity working with Contractor to find a plan best suited to the most effective use of Contractor's Service without any guarantee of cost savings or other advantage by Contractor.

Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Contractor grants to the Purchasing Entity a non-exclusive, royalty free, perpetual license to use the Embedded Software to achieve the purposes of the Master Agreement. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

License of Pre-Existing Intellectual Property

Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between the Purchasing Entity and either the licensor, the third-party service provider or the manufacturer to which the Contractor is not a Party. Upon request by the Purchasing Entity, Contractor shall provide to the Purchasing Entity a copy of all applicable license agreements relating to the placement of an Order for Software, Purchased Equipment or Third-Party Services. The Purchasing Entity's use of Software, Purchased Equipment or Third-Party Services is that Purchasing Entity's agreement to comply with such separate license, unless prohibited by law.