



State of Oklahoma

Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH AT&T
RESULTING FROM STATEWIDE CONTRACT NO. 1042**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to AT&T in connection with Statewide Contract No. 1042 (“Solicitation”) and is effective November 1, 2019.

Recitals

Whereas, the State issued a Solicitation for proposals to provide information technology risk, security and compliance products and services to state agencies and to ensure compliance with all industry and regulatory data security standards, as more particularly described in the Solicitation;

Whereas, AT&T submitted a proposal which contained exceptions to the Solicitation terms and various other Contract Documents; and

Whereas, the State and AT&T have negotiated the final terms under which AT&T 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 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.

- 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: 

Name: James L. Reese, II

Title: Chief Information Officer

Date: 11-13-2019

AT&T

By: 

Name: Veronica Danao

Title: Contract Specialist CGI

Date: 15 Nov 2019 kg091v

**ATTACHMENT A TO
ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH AT&T CORP.
RESULTING FROM SOLICITATION NO. 0900000255**

Negotiated Exceptions to Contract Resulting from Solicitation No. 0900000255

The negotiated exceptions to Solicitation No. 0900000255 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.	
Term & Section	Language
A.1.19 Definitions	Section A.1.19 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.12. Contract Modification	Section A.12 is deleted in its entirety and is replaced with section XVI “Modification of Terms” of the Master Agreement Number 155834UA between Supplier and the State.
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.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.
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.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.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.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.
A.19.Termination for Convenience	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.

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A.20. Insurance	<p>AT& T suggests edits as noted below:</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 \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;</p> <p>c) Automobile Liability Insurance with limits of liability \$1,000,000 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; and</p> <p>d) Professional Errors and Omissions Insurance which shall include Consultant’s Computer Errors and Omissions Coverage with limits of \$1,000,000 per claim and in the aggregate.</p>
A.21. Employment Relationship	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.
A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007	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.
A.23. Compliance with Applicable Laws	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.
A.24. Gratuities	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.
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.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.28. 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.

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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.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.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.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.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.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.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.
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.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.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.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.45.Ownership Rights	<p>Section A.45 is deleted in its entirety and replaced with the following:</p> <p>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.</p>

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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.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.
B.2.Obligations of Permitted Subcontractor	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.
B.3.Warrants	Section B.3 is deleted in its entirety and is replaced with section Attachment A, Section 4.4 and Section 8 “Disclaimer of Liability and Warranties,” of the Master Agreement Number 155834UA between Supplier and the State.

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<p>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&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&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&T with sixty (60) days' written notice and an opportunity to submit a proportionate increase in its pricing subject to final CPO approval. 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&T's proportional increase in its pricing, AT&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&T. The administrative fee amount shall be noted on the quarterly "Contract Usage Report" and paid by AT&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&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.6. Authorized Users</p>	<p>Section B.6 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.7. Manufacturer Accessibility VPAT Website</p>	<p>Section B.7 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>
<p>B.11. Ordering</p>	<p>Section B.11 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>