



BOARD OF SUPERVISORS AGENDA ITEM REPORT **CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/2/2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

AT&T Corp. (Headquarters: Dallas, TX)

***Project Title/Description:**

AT&T Wireless Services, Equipment & Accessories

***Purpose:**

Award: Master Agreement No. MA-PO-22-034. This Master Agreement commences on November 2, 2021 and will terminate on August 11, 2024 in the not-to-exceed contract amount of \$4,500,000.00 with one (1) five-year renewal option. Administering Department: Information Technology.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. 22-014, the Procurement Director approved the use of State of Utah NASPO ValuePoint Master Agreement Award MA149 and State of Arizona NASPO 4 Participating Agreement, effective April 1, 2021, which were awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

PRCUID: 425419

Attachment: Sub-Participating Addendum.

***Program Goals/Predicted Outcomes:**

To provide Pima County with wireless services and devices necessary to conduct business.

***Public Benefit:**

To provide job functions that the public can contact through wireless communications with the proper personnel.

***Metrics Available to Measure Performance:**

Information Technology Department will monitor AT&T's compliance to the contract.

***Retroactive:**

No

To: COB 10-20-21(1)
Pgs: 5
Vers: 1

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-034
Commencement Date: 11/02/21 Termination Date: 08/11/2024 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 4,500,000.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: General Fund

Funding from General Fund? ☒ Yes ☐ No If Yes \$ _____ % 100

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Brandon Morgan, Procurement Officer Brandon Morgan Digitally signed by Brandon Morgan Date: 2021.10.15 16:21:57 -0700 Division Manager: Nancy Page Digitally signed by Nancy Page Date: 2021.10.15 16:28:45 -0700

Department: Procurement Director Terri Spencer Digitally signed by Terri Spencer Date: 2021.10.15 16:41:22 -0700 Telephone: 724-9510

Department Director Signature/Date: Daniel C. Hunt Digitally signed by Daniel C. Hunt Date: 2021.10.15 16:41:22 -0700

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. DeLuca 10/20/24
(Required for Board Agenda/Addendum Items)

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

PARTICIPATING ENTITY: PIMA COUNTY

This Sub-Participating Addendum (the "Sub-PA") is made this 14th day of October 2021 (the "Sub-PA Effective Date"), between Pima County ("Participating Entity"), and AT&T Corp. ("Contractor") (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 Pursuant to a Participating Addendum by and between Contractor and the State of Arizona (Contract No. CTR052804) dated April 1, 2021 (the "PA"), Participating Entity is authorized to purchase Service, Equipment and related products from Contractor under the terms of the Contract and the PA.

1.3 As authorized by the Contract, and in addition to the standard Service, Equipment and related products available through the PA, Participating Entity wants to receive certain unique offers under the PA that will apply only to Participating Entity.

1.4 Contractor is willing to provide Participating Entity with such unique offers subject to the terms and conditions of the Sub-PA.

1.5 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the Sub-PA.

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 Sub-PA (the Contract, the PA, and the Sub-PA, together with all valid Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the Sub-PA have the meanings ascribed to them in the Master Agreement.

Section 3. Authorized Purchasing Entities. Participating Entity hereby designates only Participating Entity as an authorized Purchasing Entity under the Agreement.

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: Sherry Francis
 Title: Information Technology Center Manager
 Address: 150 W Congress St. 6th Floor
 Tucson, AZ 85701
 Telephone: 520-724-9610
 Fax Number:
 E-Mail: Sherry.Francis@pima.gov

Lead State:

Name: Christopher Jennings
 Title: Assistant Director
 Address: 3140 State Office Bldg.
 Salt Lake City, UT 84114
 Telephone: 801-538-3157
 Fax Number: 801-538-3882
 E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: Marco Rivas
 Title: Client Solutions Executive
 Address: 1355 W University
 Mesa, AZ 85201
 Telephone: 602-325-8559
 Fax Number:
 E-Mail: mr9998@att.com

Contractor Main:

Name: Bethani Cross
 Title: Client Solutions Executive
 Address: 311 S Akard St.
 Dallas, TX 75202
 Telephone: 214-679-9053
 Fax Number: N/A
 E-Mail: bethani.cross@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 Sub-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 Sub-PA; (b) the PA; (c) the Master Agreement; and (d) any valid Order issued in connection therewith.

Section 10. Equipment Installment Program.

10.1 EIP. Participating Entity intends to purchase certain Equipment for its CRUs under the Agreement pursuant to AT&T's Equipment installment payment option program (the "EIP"). Participating Entity represents, acknowledges and agrees that its participation in the EIP: (i) does not violate any applicable procurement rules in effect as of the Participating Addendum Effective Date; (ii) will not disqualify AT&T from any future procurements with the Participating Entity; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the EIP Agreement.

10.2 Application of EIP Agreement. To participate in EIP, acknowledges that Participating Entity, any Purchasing Entities, its representatives, and/or its CRUs will be required to accept the terms and conditions of a Retail Installment Agreement. Notwithstanding the foregoing, Participating Entity and AT&T hereby acknowledge and agree that any terms and conditions in the Retail Installment Agreement that are in material conflict with the Agreement, or that are not allowable under applicable law will not apply, and that the Agreement will control in the event of any material conflict between the Agreement and the Retail Installment Agreement.

10.3 IRUs. IRUs under the Agreement may opt to use the EIP and their use of that program will be governed by the Retail Installment Agreement and is not affected by §§10.1 and 10.2 herein.

Section 11. Pima County Mandatory terms and Conditions. Pima County's Mandatory Terms and Conditions are hereby incorporated as attached herein as Attachment A – Mandatory Contract Provisions for Pima County Contracts.

Section 12. Entire Agreement. The Master Agreement, the PA, and this Sub-PA set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

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

PIMA COUNTY

Chair, Board of Supervisors

Date

AT&T CORP.

Jack Wildermuth

Authorized Officer Signature

Jack Wildermuth, Senior Contract Manager
Printed Name and Title

October 14, 2021
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Stacey Roseberry

Deputy County Attorney

Stacey Roseberry

Print DCA Name

10/15/2021
Date

Attachment A
Mandatory Contract Provisions for Pima County Contracts

In addition to the provisions in Addendum A to the Arizona Participating Addendum to the NASPO Valuepoint Wireless Communication Services and Equipment Master Agreement MA149, AT&T Corp. ("Contractor") agrees to abide by the following terms that are required for contracts with Pima County:

1. Public Records.

- 1.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., this agreement and all related documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 1.2. Records Marked Confidential, Notice and Protective Order. If Contractor reasonably believes that some of the documents covered above in Section 2.1 contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.