



Department of Buildings and General Services (BGS)  
 Office of the Commissioner  
 109 State St, 3rd Floor | Montpelier, VT 05633-5801  
 802-828-2211 office | 802-828-2222 fax  
<http://bgs.vermont.gov/purchasing>

Agency of Administration

May 28, 2021

Bethani Cross  
 AT&T Corp  
 311 S Akard St.  
 Dallas, TX 75202  
 Re: State of Vermont Participating Addendum #40840


Dear MS Cross,

For State Administrative Purposes Participating Addendum #40840 has been changed to #41442. All invoices shall reference #41442. All terms and conditions of the Participating Addendum remains the same.

Sincerely,

Jennifer M.V. Fitch, P.E.

**AT&T CORP.**

By:   
 , duly authorized  
 Name: MARK FLISTER  
 Title: SR. CONTRACT MANAGER  
 Date: 6/22/2021

**STATE OF VERMONT**

By: Jennifer M.V.Fitch, P.E.  
Digitally signed by Jennifer M.V.Fitch, P.E. Date: 2021.06.17 09:12:14 -04'00'  
 , duly authorized  
 Name: Jennifer M.V. Fitch, P.E.  
 Title: Commissioner  
 Date: June 17, 2021



STATE OF VERMONT PARTICIPATING ADDENDUM #40840  
FOR NASPO VALUEPOINT PURCHASING PROGRAM: WIRELESS DATA, VOICE, IOT, AND  
ACCESSORIES

Led by the State of Utah

**Master Agreement #MA149-1**

**Contractor:** AT&T Corp

**Contractor's NASPO ValuePoint Webpage:** <https://www.naspovaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2024/att/>

This Participating Addendum (the "PA") is made this Fifteenth day of December, 2020 (the "PA Effective Date"), between the State of Vermont through its Department of Buildings and General Services, Office of Purchasing & Contracting ("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"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

This Participating Addendum authorizes the purchase of Wireless Data, Voice, IoT, and Accessories from Contractor pursuant to the Master Agreement identified above, which is hereby incorporated by reference.

This Participating addendum authorizes the following.

- I. NASPO Wireless Data, Voice, OIT, and Accessories.
  - **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).
  - **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 contractor.
  
- II. AT&T First Net as covered in sections 10 & 11 of this Participating Addendum.

**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 #MA 149-1, dated, December 6, 2019 (the "Contract" or "Master Agreement").

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

**Section 2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby re-stated 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.** Participating Entity hereby designates (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont State Contract Administrator. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations and negotiate supplemental terms necessary to comply with such Additional Purchaser’s requirements.

**Section 4. Purchase Orders.** Participating Entity must issue purchase orders hereunder that reference both Master Agreement #MA149-1 and the PA. Upon issuance of any such valid purchase order, Participating 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. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any Purchase Order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

**Section 5. Primary Contacts.**

**Participating Entity:**

Name: Stephen Fazekas  
Title: Technology Procurement Administrator  
Address: 109 State Street  
Montpelier, VT 05633-3001  
Telephone:(802)828-2210  
Fax Number: (802) 828-2222  
E-Mail: Stephen.fazekas@vermont.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](mailto:ctjennings@utah.gov)

**Contractor Account Team:**

**Contractor Main:**

Name: Tom Dicosimo  
Title: Client Solutions Executive  
Address: 84 Deerfield Lane  
Meriden, CT 06450  
Telephone: (401) 278-9100  
Fax Number: N/A  
E-Mail: td1625@att.com

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](mailto: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 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. Custom FirstNet Mobile Plans – Agency Paid.** Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §10 (including all sub-sections and Tables), AT&T will provide Participating Entity and its eligible CRUs the custom FirstNet Mobile Plans described in §10 (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans' corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §10. and the applicable Sales Information, this §10. will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participating Entity's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 10.1  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000GB</b>
<b>For use with an unsubsidized device</b>	\$15.990 MSC*	\$25.99 MSC	\$41.00 MSC	\$227.00 MSC	\$412.00 MSC	\$1917.00 MSC	\$3682.00 MSC
<b>For use with a subsidized device</b>	\$35.99 MSC	\$45.99 MSC	\$61.00 MSC	\$247.00 MSC	\$432.00 MSC	\$1937.00 MSC	\$3702.00 MSC

\*MSC means Monthly Service Charge

**TABLE 10.2  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

<b>Add-a-Line For use with an unsubsidized device</b>	\$10.99 Monthly Service Charge
<b>Add-a-Line For use with a subsidized device</b>	\$22.99 Monthly Service Charge

**TABLE 10.3  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000GB</b>
<b>For use with an unsubsidized device</b>	\$12.00 MSC*	\$15.99 MSC	\$22.99 MSC	\$220.00 MSC	\$405.00 MSC	\$1910.00 MSC	\$3675.00 MSC
<b>For use with a subsidized device</b>	\$22.00 MSC	\$25.99 MSC	\$32.99 MSC	\$230.00 MSC	\$415.00 MSC	\$1920.00 MSC	\$3685.00 MSC

\*MSC means Monthly Service Charge

**TABLE 10.4  
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	<b>Unlimited Enhanced for Smartphones</b>	<b>Unlimited Standard for Smartphones</b>	<b>Unlimited for Data-only Devices</b>
<b>Monthly Service Charge</b>	\$44.99	\$39.99	\$36.99

**TABLE 10.5  
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

<b>Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone</b>	\$9.99 Monthly Service Charge
<b>Unlimited FirstNet Enhanced PTT Only Plan</b>	\$17.99

<b>for use with a subsidized, compatible Feature Phone</b>	<b>Monthly Service Charge</b>
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**TABLE 10.6  
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

<b>Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets</b>	<b>\$2.00 Monthly Service Charge</b>
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**TABLE 10.7  
CUSTOM AT&T DYNAMIC TRAFFIC SAFETY MANAGEMENT – PUBLIC SAFETY  
FOR EXTENDED PRIMARY USERS**

<b>AT&amp;T Dynamic Traffic Management – Public Safety, per Agency Paid User, per Month</b>	<b>\$0.00 (after \$7.50 credit)</b>
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**Section 11. Custom FirstNet Mobile Plans – Subscriber Paid.** In addition to FirstNet Mobile Plans available to Participating Entity and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participating Entity hereby authorizes AT&T to provide such individuals with the discounts set forth in §11 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participating Entity must remain eligible for the Custom FirstNet Mobile Plans described in §10 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participating Entity, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 11.1  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	<b>For use with Smartphone 2GB</b>	<b>For use with Smartphone 5GB</b>	<b>For use with Feature Phone 100MB</b>	<b>For use with Tablet 2GB</b>	<b>For use with Tablet 5GB</b>
<b>Monthly Service Charge</b>	\$25.99	\$41.00	\$10.99	\$15.99	\$22.99

**TABLE 11.2  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	<b>Unlimited Smartphone Plan (without tethering)</b>	<b>Unlimited With Tethering Smartphone Plan</b>	<b>Unlimited with Tethering Tablet Plan</b>
<b>Monthly Service Charge</b>	\$39.99	\$44.99	\$36.99

**TABLE 11.3  
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

<b>Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and</b>	<b>\$5.00 Monthly Service Charge</b>
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<b>Tablets</b>	
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**Section 12. Custom Plans.** Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §12 (including all sub-sections and Tables), AT&T will provide Participating Entity and its eligible CRUs (a) the custom unlimited tethering plan (the “Custom Unlimited Tethering Plan”) detailed in §12.1; and (b) the recurring credits detailed in §12.2 (the “Recurring Credits”) described herein (the “Custom Plans”). The Custom Plans are available for the term of the Agreement. The Custom Plans are not available to IRUs. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. In accordance with the Agreement, the Custom Plans are subject to its underlying offer’s corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §12 and the applicable Sales Information, this §12 will control. The Custom Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers.

**12.1 Custom Unlimited DATA Tethering Plan.** AT&T will provide the Custom Unlimited Tethering Plan to Participating Entity’s CRUs in accordance with Table 12.1.

**TABLE 12.1  
CUSTOM UNLIMITED DATA TETHERING PLAN**

	Monthly Service Charge
Monthly Service Charge	<b>\$36.25</b>
Included Domestic Data Access	Unlimited
Domestic Data Usage Tethering Cap	10GB

**Tethering & Mobile Hotspot:** Includes up to 10GB per line per month. After 10GB, tethering speed will be slowed to a max of 128Kbps for the rest of the bill cycle (except for these products: Connected Cars, Hot Spots, and Wireless Home Phone and Internet).

**12.2 Recurring Credits.** AT&T will provide Recurring Credits to Participating Entity’s CRUs in accordance with Table 12.2. Recurring Credits are provided each month and are only available to Participating Entity’s CRUs who (a) activate or migrate Service on the corresponding Plan or feature; and (b) remain on Service under such Plan or feature at the time the Recurring Credit is applied. Recurring Credits are available for the term of the Agreement and are applied before any applicable Service Discount.

**TABLE 12.2  
RECURRING CREDITS**

PLAN OR FEATURE	RECURRING CREDITS (per month)
SMS Messaging Unlimited Feature with an MSC of \$20.00 (When combined with the Custom Unlimited Plan with an MSC of \$36.25 Excludes M2AM)	\$20.00
Business Messaging Basic Access with an MRC of \$3.00 (When combined with a voice or data rate plan of \$15.99 or higher)	\$3.00

**Section 13. Additional Terms and Conditions.** The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference.

**Section 14. Entire Agreement.** The Master Agreement and this Participating Addendum 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.

[TEXT ENDS HERE. SIGNATURES ON NEXT PAGE.]



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

**AT&T CORP.**

By: \_\_\_\_\_  
      , duly authorized

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF VERMONT**

By: \_\_\_\_\_  
      , duly authorized

Name: Jennifer Fitch

Title: Acting Commissioner

Date: Buildings & General Services

**EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS**

1. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement between the Lead State and the Contractor.
2. **Contract Term.** The period of Contractor's performance shall begin on the PA Effective Date and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Participating Addendum or the Master Agreement. An amendment to this Participating Addendum shall not be necessary in the event of the renewal or extension of the Master Agreement.
3. **Available Products and Services.** All products, services and accessories listed on the Contractor's NASPO ValuePoint Webpage may be purchased under this Participating Addendum.
4. **No Lease Agreements.** Contractor is prohibited from leasing to State Purchasers under this Participating Addendum. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements with Contractor if the terms of the Master Agreement permit leasing.
5. **Requirements for Ordering.**
  - a. Orders made under this Participating Addendum must include a Purchase Order for the Product and/or Services. Orders funded by federal funds may include additional terms as necessary to comply with federal requirements.
  - b. State Purchasers must follow the ordering procedures of the State Contract Administrator to execute orders against this Participating Addendum, which shall include, as applicable, obtaining approval from the State CIO and/or Attorney General's Office prior to making purchases from category C under this Participating Addendum.
  - c. All orders placed under this Participating Addendum must include the Participating Addendum Number on the Purchase Order.
6. **Payment Provisions and Invoicing.**
  - a. Product offerings and complete details of product pricing, including discounts, applicable to this Participating Addendum are set forth in the Price Schedule maintained on-line at Contractor's NASPO ValuePoint Webpage listed above.
  - b. Purchasing Entities may solicit the Contractor for deeper discounts than the contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
  - c. In the discretion of the Purchasing Entity, retainage may be specified in a Purchase Order, in an amount mutually agreeable to the parties.

- d. Payment terms are Net 30 days from the date of invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
  - e. Invoices shall be sent to the address identified on the Purchasing Entity's Purchase Order and shall specify the address to which payments will be sent. The State of Vermont Participating Addendum Number and Purchasing Entity's Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
  - f. Reimbursement of expenses is not authorized. All rates set forth in a Purchase Order shall be inclusive of any and all Contractor fees and expenses.
  - g. Unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
  - h. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.
- 7. Reporting.** Contractor shall submit quarterly reports electronically in the same format as set forth under the Master Agreement, detailing the purchasing of all items under this Participating Addendum. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
- a. The reports shall be in the form of an Excel spreadsheet transmitted electronically to [SOV.ThePathForward@vermont.gov](mailto:SOV.ThePathForward@vermont.gov).
  - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	May 15
April 1 to June 30	August 15
July 1 to September 30	November 15
October 1 to December 31	February 15

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
- 8. Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Participating Addendum shall not be binding until it has been approved by the Vermont

Attorney General's Office, the Secretary of Administration, and the State's Chief Information Officer.

**9. Amendment.** No changes, modifications, or amendments in the terms and conditions of this Participating Addendum shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

**10. Termination.** This Participating Addendum may be terminated by the State at any time upon 30 days prior written notice to the Contractor. Upon termination or expiration of this Participating Addendum, each party will assist the other in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any order executed prior to the effective date of termination or other expiration of this Participating Addendum.

**11. Additional Terms and Conditions.**

- a. Notwithstanding any contrary language anywhere, in no event shall the terms of this contract or any document furnished by Contractor in connection with performance under this contract obligate the State to (1) defend or indemnify Contractor or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of Contractor or any third party. Any such terms shall have no effect in any event.
- b. If required by an order made by a State Purchaser under this Participating Addendum, the terms and conditions of the applicable State of Vermont Business Associate Agreement, revised May 2019 (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) shall be negotiated and mutually agreed by the Parties. This provision shall not apply to Additional Purchasers.
- c. Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy.
- d. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Contractor in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. Contractor irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. Contractor agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Contractor agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- e. **False Claims Act:** Contractor acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* Contractor's liability to

the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Contractor's liability.

- f. **Whistleblower Protections:** Contractor shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, Contractor shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to Contractor or its agents prior to reporting to any governmental entity and/or the public.
- g. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by Contractor under this Agreement.
- h. **Set Off:** The State may set off any sums which Contractor owes the State against any sums due Contractor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures set forth in 32 V.S.A. § 3113**Taxes Due to the State:** Contractor certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- i. **Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- j. **Certification Regarding Debarment:** Contractor certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>
- k. **Confidentiality:** Contractor acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- l. **Marketing:** Contractor shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales

promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

- m. **Non-Appropriation:** If an order made under this Participating Addendum extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support the order, the State Purchaser may cancel the order at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. If the order is funded in whole or in part by Federal funds, and those Federal funds become unavailable or reduced, the State Purchaser may suspend or cancel the order immediately and shall have no obligation to pay from State revenues. The State is responsible for all charges up to date of termination.
- n. **Continuity of Performance:** In the event of a dispute between Contractor and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- o. **State Facilities:** If the State makes space available to Contractor in any State facility during the term of this Agreement for purposes of Contractor's performance under this Agreement, Contractor shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- p. **SOV Cybersecurity Standard 19-01:** All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>