



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
**Master Agreement**

Order Date: 2018-06-14

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 CPHONE13AA	Procurement Folder: 456216
Document Name: CPHONE13AA (OT18077)	Reason for Modification:
Document Description: WIRELESS COMMUNICATION SERVICES, ACCESSORIES & EQUIPMENT	To reissue CMA CPHONE13A to correct vendor headquarter account as attached.
Procurement Type: Statewide MA (Open End)	
Buyer Name: Jessica S Chambers	
Telephone: (304) 558-0246	
Email: jessica.s.chambers@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2013-04-15
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2019-06-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000230606 AT&T MOBILITY 816 Lee St E  Charleston WV 25301-1720  US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Jessica S Chambers Requestor Phone: (304) 558-0246 Requestor Email: jessica.s.chambers@wv.gov  <b>18</b> FILE LOCATION <u>38734.</u>

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

**SCANNED**

Purchasing Division's File Copy

Total Order Amount	Open End
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**RETURNED TO BUYER**

**DATE: JUN 25 2018**

**ENTERED**

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 6/18/2018 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: 6-22-18 ELECTRONIC SIGNATURE ON FILE
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*6/22/18*

*6-18-18 BAO*

*787 6-14-18*

**Extended Description:**

Statewide Contract

Documentation to assign from ATT Mobility vendor account 000000230607 to AT&T Mobility vendor account 000000230606 and to reissue contract to correct vendor headquarters account with all the same terms, conditions, specifications, and pricing of the original contract and all subsequent change orders that are a part of CMA CPHONE13A. PF:112

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	83111603			LS	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** WIRELESS EQUIPMENT

**Extended Description:**

TO REISSUE CMA CPHONE13A AS CMA CPHONE13AA TO CORRECT VENDOR ID NUMBER.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	83111603				\$0.000000
	<b>Service From</b>	<b>Service To</b>			
	2016-11-01	2019-06-30			

**Commodity Line Description:** WIRELESS SERVICES

**Extended Description:**

TO REISSUE CMA CPHONE13A AS CMA CPHONE13AA TO CORRECT VENDOR ID NUMBER.

<b>CPHONE13AA</b>	<b>Document Phase</b> <b>Draft</b>	<b>Document Description</b> WIRELESS COMMUNICATION SERVICES, ACCESSORIES & EQUIPMENT	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**PARTICIPATING ADDENDUM  
UNDER THE  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
BID NUMBER RFP: #1907**

**PARTICIPANT: State of West Virginia**

This Participating Addendum (the "PA") is made this 15<sup>th</sup> day of April, 2013 (the "PA Effective Date"), between State of West Virginia ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant 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 Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain WSCA contract #1907, dated March 15, 2012 (the "Contract" or "Master Service Agreement").

1.2 Participant 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, Participant 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 Contract.

**Section 3. Authorized Participating Entities.** Participant hereby designates political subdivisions of the State of West Virginia, including county, public school, municipal, and other local government bodies as the only authorized Participating Entity(ies) under the Agreement.

**Section 4. Purchase Orders.** Participating Entity(ies) must issue purchase orders hereunder that reference both Master Service Agreement #1907 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 Contract 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.**

**Participant:**

Name: Krista S. Ferrell  
Title: Buyer Supervisor  
Address: 2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2596  
Fax Number: 304-558-4115  
E-Mail: krista.s.ferrell@wv.gov

**Lead State:**

Name: Teri Smith  
Title: Purchasing Officer  
Address: 515 E. Musser St., Suite 300  
Carson City, NV 89701  
Telephone: 775-684-0178  
Fax Number: 775-684-0188  
E-Mail: tsmith@admin.nv.gov

**Contractor Account Team:**

Name: D. J. Sigman  
Title: Government Account Executive  
Address: 816 Lee Street  
Charleston, WV 25301  
Telephone: (304) 932-8194  
Fax Number:  
E-Mail: ds8355@att.com

**Contractor Main:**

Name: Twila Lively  
Title: Manager, Sales Operations  
Address: 2600 Camino Road  
San Ramon, CA 94583  
Telephone: (925) 487-9945  
Fax Number: (510) 261-2155  
E-Mail: twilalively@att.com

**Section 6. Authority.** By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

**Section 7. Miscellaneous.**

**7.1 American Recovery and Reinvestment Act of 2009 ("ARRA").** Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. If and when Contractor is so notified, Contractor will comply with the data element and reporting obligations (as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829, or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Contractor will provide the required report, if any, to the Participating Entity with an invoice presented for payment. With respect to ARRA and the Agreement, Contractor is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines. Contractor assumes no responsibilities under ARRA beyond those required of a vendor.

**7.2 Employee Benefit Program.** Participating Entity(ies) will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

**Section 8. Notice of Administration Fees.** All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **WSCA Fees.** Contractor is being charged a WSCA Administration Fee of 1/10<sup>th</sup> of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

**Section 9. Order of Precedence.** 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 Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

**Section 10. Custom Offers.** Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §10 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the following custom offers: (a) the custom Business National Flat Rate Plan described in §10.1 herein (the "Custom Business National Flat Rate Plan"); (b) the custom integrated Plans described in §10.2 herein (the "Custom Integrated Plans"); (c) the custom 5GB Pooled DataConnect Plan described in §10.3 herein (the "Custom 5GB Pooled DataConnect Plan"); and (d) the monthly recurring credits described in §10.4 herein (The "Recurring Credits") (the Custom Business National Flat Rate Plan, Custom Integrated Plans, the Custom 5GB Pooled DataConnect Plan, and the Recurring Credits, are, at times, referred to together herein as the "Custom Offers"). The Custom Offers are available for the term of the Agreement. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offers are not available to IRUs. In accordance with the Agreement, each of the Custom Offers is 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 §10 and the applicable Sales Information, this §10 will control. Notwithstanding the foregoing, no Custom Offers will be provided if Participant's account is not active and in good standing with respect to the applicable CRU.

**10.1 Custom Business National Flat Rate Plan.**

**Table 10.1  
Custom Business National Flat Rate Plan**

<b>Monthly Service Charge</b>	<b>\$9.74</b>
<b>Home Airtime Rate</b>	<b>\$0.09 per minute</b>
<b>Nationwide Long Distance</b>	<b>Included</b>
<b>Domestic Roaming</b>	<b>Included</b>

**10.2 Custom Integrated Plans.** The Custom Integrated Plans are only available to CRUs. The Custom Integrated Plans are NOT eligible for the MSC Service Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to Contractor's customers.

**10.2.1 Custom Integrated Plan with Smartphone/BlackBerry Enterprise Plan Without Tethering ("Custom Integrated Plan Without Tethering").** The following applies to the Custom Integrated Plan Without Tethering: (a) the Wireless Data Service rates, terms and conditions set forth in the AT&T Smartphone/BlackBerry Enterprise Plan for Smartphones, BlackBerry or iPhone Sales Information; and (b) the Voice Service rates, terms and conditions set forth in the AT&T Business Nation Sales Information. The Custom Integrated Plans are NOT eligible for the MSC Service Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to Contractor's customers.

**Table 10.2.1  
Custom Integrated Plan Without Tethering**

	Business Nation Plan	Pooled Add A Line	Business Nation 300 Plan	Pooled 300 Plan	Business Nation 450 Plan	Pooled 450 Plan	Business Nation 900 Plan	Pooled 900 Plan
<b>Monthly Service Charge</b>	<b>\$35.99</b>		<b>\$48.75</b>		<b>\$52.00</b>		<b>\$71.68</b>	
<b>Anytime Minutes</b>	<b>N/A</b>		<b>300</b>		<b>450</b>		<b>900</b>	
<b>Voice</b>	<b>\$0.25</b>		<b>\$0.25</b>		<b>\$0.25</b>		<b>\$0.25</b>	

<b>Coverage rate</b>				
<b>Included Nights &amp; Weekend Minutes</b>	Unlimited	Unlimited	Unlimited	Unlimited
<b>Included Mobile to Mobile Minutes</b>	5000	5000	UNLIM	UNLIM
<b>Domestic Long Distance</b>	Included	Included	Included	Included
<b>Domestic Roaming</b>	Included	Included	Included	Included
<b>Monthly Service Charge Discount</b>	N/A	N/A	N/A	N/A
<b>Rollover Minutes</b>	N/A	N/A	N/A	N/A
<b>Included Domestic Data Access</b>	Unlimited	Unlimited	Unlimited	Unlimited
<b>Additional Domestic Data Usage</b>	N/A	N/A	N/A	N/A
<b>Unlimited Text</b>	Yes	Yes	Yes	Yes

**10.2.2 Custom Integrated Pooled Plan with DataPro 5GB Enterprise Plan With Tethering ("Custom Integrated DataPro 5GB Pooled Plan").** The following applies to the Custom Integrated Plan DataPro 4GB Plan: (a) the Wireless Data Service rates, terms and conditions set forth in the AT&T Data Rate Plan Brochure; and (b) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information. The Custom Integrated Plans are NOT eligible for the MSC Service Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to Contractor's customers.

**Table 10.2.2  
Custom Integrated DataPro 5GB Pooled Plan with Tethering**

	Business Pooled Nation Add A Line Plan	Business Pooled Nation 300 Plan	Business Pooled Nation 450 Plan	Business Pooled Nation 900 Plan
<b>Monthly Service Charge</b>	\$35.99	\$48.75	\$52.00	\$71.68
<b>Anytime Minutes</b>	N/A	300	450	900
<b>Voice Overage Rate</b>	\$0.25	\$0.25	\$0.25	\$0.25
<b>Included Nights &amp; Weekend Minutes</b>	Unlimited	Unlimited	Unlimited	Unlimited
<b>Included Mobile to Mobile Minutes</b>	5000	5000	UNLIM	UNLIM
<b>Domestic Long Distance</b>	Included	Included	Included	Included
<b>Domestic Roaming</b>	Included	Included	Included	Included
<b>Monthly Service Charge Discount</b>	N/A	N/A	N/A	N/A
<b>Rollover Minutes</b>	N/A	N/A	N/A	N/A
<b>Included Domestic Data Access</b>	5GB	5GB	5GB	5GB
<b>Additional</b>	\$10/GB	\$10/GB	\$10/GB	\$10/GB

Domestic Data Usage				
Unlimited Text	Yes	Yes	Yes	Yes

**10.3 Custom 5GB Pooled DataConnect Plan.** Contractor will provide Participant and its qualified End Users with the Custom 5GB Pooled DataConnect Plan with an MSC of \$37.99, pursuant to the terms and conditions of this agreement, and the corresponding Sales information (collectively, the "Custom 5GB Pooled DataConnect Plan"). A minimum of twenty-five (25) active Pooled DataConnect lines receiving Service on one Billing Account Number are required to qualify for this pricing. The Custom 5GB Pooled DataConnect Plan is subject to the terms and conditions of the AT&T DataConnect Sales Information and this Contract. The Custom 5GB Pooled DataConnect Plan is only available to Participant's CRUs eligible to activate Service on the standard AT&T DataConnect Plan. Notwithstanding the foregoing, AT&T and Participant acknowledge and agree that, to the extent of any material conflict between the terms and conditions of this Contract and those set forth in the applicable Sales information, the terms of this Contract will control. The Custom 5GB Pooled DataConnect Plan is NOT eligible for the MSC Service Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to Contractor's customers.

**10.4 Recurring Credits.** Provided Participant remains in full compliance with the Agreement, and subject to the restrictions set forth in this §10.4, AT&T will provide Participant the following monthly recurring Service credits as described in Table 10.4 (each, a "Recurring Credit") for the term of the Agreement with respect to each qualified CRU who (a) activates Service with a two-year CRU Term on the corresponding Messaging Feature, and (b) remains on Service under such Messaging Feature at the time the Recurring Credit is applied. The Recurring Credit may take up to two billing cycles to appear on the applicable invoice. Notwithstanding the foregoing, no Recurring Credit will be provided if Participant's account is not active and in good standing with respect to the applicable CRU. The Recurring Credit is not available to IRUs.

**TABLE 10.4  
Recurring Credits**

PLAN or FEATURE	MONTHLY RECURRING CREDIT
Business Pooled Add A Line Plan with an MSC of \$19.99	\$5.00
Business Pooled Nation 300 Plan with an MSC of \$34.99	\$3.50
Business Pooled Nation 450 Plan with an MSC of \$44.99	\$5.00
Pooled Telemetry 1MB Plan with an MSC of \$8.99	\$2.32
Pooled Telemetry 2MB Plan with an MSC of \$11.99	\$4.00
Pooled Telemetry 3MB Plan with an MSC of \$13.99	\$5.34
Pooled Telemetry 4MB Plan with an MSC of \$15.99	\$6.80
Pooled Telemetry 5MB Plan with an MSC of \$17.99	\$8.66
Pooled Telemetry 10MB Plan with an MSC of \$20.99	\$7.66
SMS Messaging 200 with an MSC of \$5.00	\$5.00
SMS Messaging 1000 with an MSC of \$10.00	\$5.00
SMS Messaging Unlimited with an MSC of \$20.00	\$10.00

**Section 11. Additional Charges.** The Parties acknowledge and agree to the additional charges set forth in Exhibit A, attached hereto and incorporated herein by reference. These charges are subject to change.

**Section 12. Additional Terms.** Contractor and the participating entity agree to incorporate the following provisions into the Contract through this Participating Addendum in order to comply with laws specific to the State of West Virginia.

**12.1 WV-96 Agreement Addendum.** All provisions contained in the WV-96 Agreement Addendum, which is attached as EXHIBIT B hereto and incorporated herein by reference, are included in this Participating Addendum.



**12.2 HIPAA Business Associate Addendum.** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.

**12.3 Background Check.** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

**Section 13. Entire Agreement.** The Agreement sets 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 FOLLOWING PAGE]

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

State of West Virginia

By: *David Tincher*  
duly authorized

Name: David Tincher

Title: Director

Date: 2/28/13

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: *Mark Flistel*  
duly authorized

Name: MARK FLISTEL

Title: SR. CONTRACT MANAGER

Date: 1/14/2013

## ADDITIONAL CHARGES

**Additional Charges**

The amounts shown below are based on the highest fee/surcharge rates assessed in your state; your actual fees/surcharges may be less.

State	WEST VIRGINIA
Regulatory Cost Recovery Charge	\$1.09
Federal Universal Service Fund	14.4%
State 911 Fee	\$3.00

**Regulatory Cost Recovery Charge**

The Regulatory Cost Recovery Charge is a charge assessed by AT&T associated with payment of government imposed fees and to recover the costs of compliance with government imposed regulatory requirements. It may include costs incurred in prior years that are not yet fully recovered. It is not a tax or charge which the government requires AT&T to collect from its customers. This charge is subject to change from time to time as the cost of compliance changes.

**Components of the Regulatory Cost Recovery Charge**

This charge is composed of the following elements:

***Federal Regulatory Fee***

This component is designed to recover the annual fee imposed on AT&T by the Federal Communications Commission (FCC); this fee is assessed by the FCC on each of the entities it regulates.

***Telecommunications Relay Service (TRS)***

This component is designed to recover the contributions that AT&T is required to make into the Federal TRS fund. This fund is designed to assist hearing and speech impaired persons with making and receiving messages.

***Wireless Number Portability and Number Pooling***

This component is designed to recover the costs associated with the federal mandates of number portability and number pooling:

***Wireless Local Number Portability (WLNP)***

This enables customers to keep their wireless telephone numbers when they switch wireless service providers.

***Number Pooling***

This is a telephone number conservation method that helps to delay area code exhaust situations.

***Enhanced 911 (E911)***

This component is designed to recover the costs in certain states where E911 cost recovery for wireless carriers does not exist or exists in a fashion that only provides partial recovery of E911-related costs. These E911 costs relate to government mandates requiring wireless carriers to deploy advanced technology to help emergency response agencies to better determine the location of the customer calling 9-1-1.

***Wireless Tower Mandates Costs***

This component is designed to recover certain costs incurred by AT&T to comply with the additional administrative requirements associated with regulations relating to wireless towers, including regulations imposed by the National Environmental Protection Act, Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, Endangered Species Act, and the Emergency Planning and Community Right to Know Act. This charge also recovers certain costs associated with regulations relating to historic properties impact studies,

antenna registration, and costs incurred to comply with requirements related to the inspection of marked and lighted cell towers.

***State Area Code Relief Costs***

This component is designed to recover certain costs incurred by AT&T to comply with mandated geographic splits to implement new area codes in areas where an existing area code is close to number exhaustion.

***Customer Proprietary Network Information (CPNI) Notification Costs***

This component is designed to recover costs incurred by AT&T to comply with FCC CPNI notice requirements.

***Network Outage Reporting Costs***

This component is designed to recover certain costs incurred by AT&T to comply with FCC mandated network outage reporting requirements.

***State Commission Annual Reporting Costs (Applies only in IN, KY, LA, NM, OH, VA, WI, WV, WY)***

This component is designed to recover certain costs incurred by AT&T to comply with state-mandated annual reports and filings required to be filed with the state utility commission or other state governmental entities.

***Gross Receipts Surcharge (Missouri Only)***

This component is designed to cover costs incurred and payments made by AT&T Mobility to settle claims related to past gross receipts taxes claimed by certain municipalities applicable to Missouri customers who are also billed a Municipal Gross Receipts Surcharge.

***Puerto Rico Regulatory Fee (Puerto Rico Only)***

This component is designed to recover the intra-island fee imposed on AT&T by the Puerto Rico Telecommunication Regulatory Board (PRTRB); this fee is assessed by the PRTRB on Telecom Service Revenue.

## **Federal Universal Service Fund Fee**

The Federal USF, created by the federal government, is designed to help ensure first-class, affordable telecommunications service for all consumers across the country, especially residents in high cost rural communities and low-income customers. Additionally, the Federal USF provides for discounted telecommunications services for schools, libraries and rural health-care facilities. All telecommunications providers are required to pay into the Federal USF, and their contributions may be recovered from customers.

## **State 911 Fee**

A charge imposed on each subscriber to fund and finance the maintenance and operation of a 911 emergency communication system.

WV-96  
Rev. 2/13

EXHIBIT B TO STATE OF WEST VIRGINIA PARTICIPATING ADDENDUM UNDER  
WSCA MASTER SERVICE AGREEMENT #1987 WITH AT&T MOBILITY NATIONAL ACCOUNTS LLC.

In the event of conflict between this addendum and the agreement, as it relates to AT&T and the State of West Virginia, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - *Intentionally omitted.*
4. **TAXES** - As a State entity, the Agency is exempt from Federal, State, and local taxes, and will provide proof of its tax-exempt status pursuant to Section 13.7 of the Agreement. Notwithstanding Section 4.3 of Attachment AA, the Agency will not pay taxes or governmental fees imposed on any other party, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - *Intentionally Omitted.*
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. *The Limited Liability provisions in Section 23 of the Agreement are acceptable to the Agency. However, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.*
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - *See Participating Addendum.*
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:  
WV DIVISION OF PURCHASING

Signed: [Signature]  
Title: DIRECTOR  
Date: 2/28/13

AT&T MOBILITY NATIONAL ACCOUNTS, LLC.

Signed: [Signature]  
Title: MARK FLETCHER SR. CONTRACT MANAGER  
Date: 2/27/2013

Approved as to form prior to signature this 28th day of April 2013 by [Signature] Deputy Attorney General

For Purchasing Use Only: RFP/CONTRACT # 1907
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## MASTER SERVICE AGREEMENT

A Contract between the Western States Contracting Alliance  
Acting by and through the State of Nevada

and

AT&T MOBILITY NATIONAL ACCOUNTS LLC

### RECITALS

Whereas, pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium;

Whereas, WSCA issued Request for Proposal #1907 for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment, dated February 3, 2011, as amended, which is attached hereto and incorporated herein as Attachment BB (the "Solicitation");

Whereas, Contractor submitted its Response to the Solicitation, which is attached hereto and incorporated herein as Attachment CC (the "Response");

Whereas, on or about May 24, 2011, and in connection with the Solicitation, WSCA gave notice of its intent to award contracts to certain entities including Contractor (the "Notice of Intent to Award");

Whereas, WSCA and Contractor intend to enter into a contract in connection with the Solicitation and the Notice of Intent to Award that operates to both (a) set forth terms and conditions applicable between WSCA and/or the Lead State, and Contractor with respect to the overall procurement; and (b) set forth the primary, first-in-precedence terms and conditions applicable between Contractor and Participating Entities participating in the Contract.

In consideration of the above premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** The Master Service Agreement (aka the "Contract") shall not become effective until and unless approved by the WSCA Directors.

## 2. DEFINITIONS.

2.1 “Contract” and “Master Service Agreement” mean this document, entitled “Master Service Agreement,” including, without limitation, Contractor’s Special Terms and Conditions, as may be amended by the Lead State, and Contractor, together with other incorporated documents as more fully described in §5 herein.

2.2 “Contractor” means the vendor entity that, along with WSCA, is a party to the Contract and that performs services and/or provides goods for WSCA under the Contract.

2.3 “Fiscal Year” is the Lead State’s fiscal year, which is the period beginning July 1 and ending June 30 of the following year.

2.4 “Participant” and/or “Participating State” means a state or other authorized entity that (a) has executed a Participating Addendum; or (b) has signed (and not revoked) an Intent to Contract at the time of the award of this Contract.

2.5 “Participating Addendum” and/or “PA” mean an agreement between Contractor and a Participant, in form and substance substantially similar to Exhibit 1 to the Special Terms and Conditions, through which such Participant participates in the Contract.

2.6 “Participating Entity” and/or “Buyer” mean a Participant, Participating State or other entity properly authorized by a Participant to purchase services and products under the Contract, or that otherwise participates in the Contract through the corresponding Participating Addendum.

2.7 “Special Terms and Conditions” means Contractor’s additional terms and conditions, unique to Contractor with respect to its corresponding services and products, which are attached hereto and incorporated herein as Attachment AA.

2.8 “State” and/or “Lead State” means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307, and for purposes of this Contract, the Lead State is acting on behalf of WSCA with the authority to enter into, and amend the Contract.

2.9 “Sub-PA” means a document executed by a Participating Entity participating in an existing PA pursuant to which separate terms and conditions applicable only to that Participating Entity and other authorized entities.

2.10 “Total Wireless Spend” means, with respect to the WSCA Administration Fee, the total amount of the charges set forth on the invoices sent by Contractor to Participating Entities under the Contract, less taxes and surcharges.

2.11 “WSCA” means the Western States Contracting Alliance, a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e.,

colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

3. **CONTRACT TERM.** The Contract shall be effective from March 15, 2012 to October 31, 2016, (subject to the WSCA Directors' approval), unless sooner terminated by either Party as specified in paragraph 21 herein. Each Participating Addendum executed in connection with the Contract shall be effective from its corresponding effective date through the end of the Contract's term, unless otherwise specified in that Participating Addendum. Notwithstanding the foregoing, Contractor and the Lead State acknowledge and agree that Contractor may enter into a Participating Addendum with any Participant hereunder on or after this Contract's "effective from" date upon approval of the Lead State. Any such Participating Addendum so executed will be subject to the terms and conditions of this Contract.

4. **CANCELLATION; NOTICE.** The Contract may be canceled by either the Lead State or Contractor upon written notice sixty (60) days prior to the effective date of the cancellation. Cancellation of the Contract due to Contractor's default may be immediate. Further, any Participant may cancel its Participating Addendum upon thirty (30) days written notice to Contractor, unless otherwise limited or stated in the Participating Addendum. Any cancellation under this provision (a) may be in whole or in part; and (b) shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.

5. **INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE.** The Contract consists of this document, entitled "Master Service Agreement," together with the following incorporated documents; Contractor's Special Terms and Conditions, the Solicitation, and the Response. The document entitled Master Service Agreement together with the Contractor's Special Terms and Conditions are intended by the Parties to be the primary Participating Entity-facing contractual document in connection with the Solicitation. To participate in the Contract, each Participating Entity must do so pursuant to a Participating Addendum. In the event of any conflict between the terms and conditions of any of the documents comprising or related to the Contract, the following order of precedence will control:

1. The applicable Participating Addendum and/or Sub-PA;
2. The Master Service Agreement;
3. Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB);
5. The Response (Attachment CC);
6. Any individual order placed on the Contract by a Participating Entity

Notwithstanding the foregoing, Contractor and WSCA expressly acknowledge and agree that the terms and conditions unique to the states of Arizona, Montana, Oregon, and Utah, which were included under Attachment K of the Solicitation, were for informational purposes only and are NOT incorporated into the Contract by inclusion in the Solicitation.



The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

Neither the Special Terms and Condition, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

6. [OMITTED]

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. [OMITTED]

9. [OMITTED]

10. [OMITTED]

11. CONSIDERATION. The parties agree that Contractor will provide the services and products specified in, and in accordance with the Contract. Contracted prices represent ceiling prices for the supplies and services offered. Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Participating Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the Contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this Contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct 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 (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES.

13.1 Payable By Participating Entities. Prices shall be exclusive of state sales and federal excise taxes. Participating Entities may be required to show proof of any tax exemptions. Where a

Participating Entity is not exempt from sales taxes on sales within its state, such Participating Entity will be liable for such taxes, and Contractor shall add the sales taxes on the billing invoice as a separate entry.

**13.2 Payable by Contractor.** Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law for it to pay. The Lead State's applicable real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such applicable government obligations not paid by its subcontractors during performance of this Contract. The Lead State may set-off against consideration due any delinquent government obligation owed the Lead State in accordance with NRS 353C.190.

**14. FINANCIAL OBLIGATIONS OF PARTICIPATING ENTITIES.** Participating Entities' financial obligations are limited to such entities having available funds. Participants incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

**15. ORDER NUMBERS.** To the extent described in the Response, Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

**16. WSCA ADMINISTRATION FEE; REPORTS.** The Contractor will pay WSCA an Administration Fee of  $1/10^{\text{th}}$  of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Solicitation and Attachment G thereto. The Contractor shall submit quarterly reports to the WSCA Contract Administrator in accordance with the requisites of Attachment G to the RFP.

**17. DELIVERY.** The prices bid shall be the delivered price to any Participating Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Participating Entity except as to latent defects, fraud and Contractor's warranty obligations.

**18. HAZARDOUS CHEMICAL INFORMATION.** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Participating Entity. All safety data sheets and labels will be in accordance with each Participating State's requirements.

**19. INSPECTIONS.** Goods furnished under the Contract shall be subject to inspection and test by the Participating Entity at times and places determined by the Participating Entity. If the Participating Entity finds goods furnished to be incomplete or in non-compliance with the Contract, the Participating Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Participating Entity, the Participating Entity may cancel

the order in whole or in part. Nothing in this paragraph shall adversely affect the Participating Entity's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

## 20. INSPECTION & AUDIT.

**20.1 WSCA's Rights.** The inspection and audit provisions of this §20.1 run to the benefit of WSCA, not to Participating Entities.

a. Books and Records. Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by the Contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the Lead State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum four (4) years after the Contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

**20.2 Participating Entities' Rights.** Contractor will provide each Participating Entity with reasonable access to Contractor's books and records related to the corresponding Participating Entity's payments and participation in the Contract.

## 21. DEFAULT; REMEDIES.

**21.1. WSCA's Rights Upon Default.** Any of the following events shall constitute cause for WSCA to declare Contractor in default of the Contract: (1) nonperformance of contractual requirements under the Contract; and/or (2) a material breach of any term or condition of the Contract. In order to declare Contractor in default, WSCA shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Contract. If the default remains after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Contract or portions thereof; and/or (3) suspend Contractor from receiving future bid solicitations.

**21.2 Participating Entity's Rights Upon Default.** Any of the following events shall constitute cause for a Participating Entity to declare Contractor in default of the corresponding Participating Addendum or Sub-PA: (1) non-performance of contractual requirements; and/or (2) Contractor's material breach of any term or condition of the Participating Addendum or Sub-PA. In order to declare Contractor in default, a Participating Entity shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Participating Addendum. If the default remains after Contractor has been provided the opportunity to cure, the Participating Entity may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Participating Addendum, Sub-PA, or portions thereof.

**21.3 No Cross Termination.** Notwithstanding the foregoing, in the event of a default by Contractor hereunder, then (a) an individual Participating Entity may not terminate the Contract but, instead, may only terminate its own PA; (b) WSCA may not terminate an individual Participating Addendum or Sub-PA, except as a consequence of its termination of the Contract; and (c) a Participating Entity that is not (i) concurrently the Participant or Participating State under the corresponding Participating Addendum, or (ii) a party to a valid Sub-Participation Addendum, may not terminate the corresponding Participating Addendum or Sub-PA and, instead may only terminate any outstanding, unfilled purchase orders made in connection with the corresponding Participating Addendum or Sub-PA.

**21.4 Post-Termination Issues.** In the event of termination of the Contract or a Participating Addendum for any reason, the parties agree that the provisions of this paragraph survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under the Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA or a Participating Entity;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

d. Contractor shall preserve, protect and promptly deliver into WSCA's possession all of WSCA's proprietary information in accordance with paragraph (31).

22. **REMEDIES NON-EXCLUSIVE.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. The Lead State may set off consideration against any unpaid obligation of Contractor to Lead State in accordance with NRS 353C.190, or the applicable Participating Addendum. A Participating Entity's right of set-off shall be in accordance with the law of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

23. **LIMITED LIABILITY.** The Lead State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of Contractor, WSCA, the Lead State, and/or any and all Participating Entities shall not be subject to punitive damages. In no event shall Contractor be liable for inability of users to access 911 or E911 service. In no event shall either Contractor, WSCA, the Lead State and/or any and all Participating Entities be liable for any indirect, special, consequential or incidental damages, however caused, which are incurred by the other party and which arise out of any act or failure to act relating to this agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages, and in no event shall either party be liable to the other party for punitive damages.

24. **FORCE MAJEURE.** Neither party to this Contract shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. WSCA may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

25. **INDEMNIFICATION.**

25.1 **Contractor's Obligations to WSCA.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

**25.2 Contractor's Obligations to Participating Entities.** The Contractor shall release, protect, indemnify and hold Participating Entities and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

**25.3 Exception.** Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers and agencies.

**26. INSURANCE SCHEDULE.** Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this Contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's required insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements. Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Entity.

**Workers' Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

**Commercial General Liability Insurance**

- 1) Minimum Limits required:
  - \$25,000,000.00** General Aggregate
  - \$25,000,000.00** Products & Completed Operations Aggregate
  - \$5,000,000.00** Personal and Advertising Injury
  - \$5,000,000.00** Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Business Automobile Liability Insurance**

- 1) Minimum Limit required: **\$Waived** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).  
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**Professional Liability Insurance**

- 1) Minimum Limit required: **\$ Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the Contract
- 3) Discovery period: Three (3) years after termination date of Contract.
- 4) A certified copy of this policy may be required.

**Umbrella or Excess Liability Insurance**

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

**Commercial Crime Insurance**

Minimum Limit required: **\$Waived** Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

**General Requirements:**

- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention shall be at the sole risk of the Contractor.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled or non-renewed, and shall provide that notices required by this paragraph shall be sent by mail to the address identified on page 1 of the Contract.

- f. Approved Insurer: Each insurance policy shall be:
- 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
  - 2) Currently rated by A.M. Best as "A-VII" or better.

**Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this Contract or otherwise.

**Mail all required insurance documents to the Lead State identified on page one of the Contract**

27. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.
28. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
29. **SEVERABILITY.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
30. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or



delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator, which approval shall not be unreasonably withheld.

31. **OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) specifically for WSCA in performance of Contractor's obligations under this Contract (collectively, the "Specially Prepared Proprietary Information") shall be the exclusive property of WSCA and all such Specially Prepared Proprietary Information, that has not already been delivered into WSCA's possession, shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this Contract. For purposes of this delivery obligation, Contractor shall provide the Specially Prepared Information to the Lead State. Contractor shall not use, willingly allow, or cause to have such Specially Prepared Information used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of WSCA. Notwithstanding the foregoing, unless otherwise specifically stated in the Contract, neither WSCA nor any Participating Entities shall have any proprietary interest in any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, any pre-existing works or materials, or any materials licensed to WSCA (or otherwise provided for WSCA's use) that are NOT specifically prepared by Contractor for WSCA in performance of Contractor's obligations under this Contract, whether such materials are subject to patent, trademark or copyright protection or otherwise.

32. **PATENTS, COPYRIGHTS, ETC.** The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

33. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Lead State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Lead State for honoring such a designation. The failure to so label any document that is released by the Lead State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

The above provision applies to WSCA and the Lead State, and does not inure to the benefit of Participating Entities. Information or documents produced or received by a Participating Entity in connection with participation in this Contract shall be subject to the public records laws of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

34. **CONFIDENTIALITY.** Contractor shall comply with applicable laws with respect to confidentiality of all information, in whatever form, produced, prepared, observed or received by

Contractor in connection with the Contract. Unless otherwise mandated by court order, or unless otherwise required by applicable law, Contractor shall keep confidential all information observed or received by Contractor in connection with the Contract to the extent that such information is made confidential under the terms of this Contract.

35. **NONDISCRIMINATION.** Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, §67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. **NON-COLLUSION.** Contractor certifies that this Contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. **WARRANTIES.** 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, 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.

40. **CONFLICT OF INTEREST.** Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA Participating Entities to any officer or employee of WSCA or Participating Entities to secure favorable treatment with respect to being awarded this Contract.

41. **INDEPENDENT CONTRACTOR.** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective Participating Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the Participating Entities, except as expressly set forth herein.

42. **POLITICAL SUBDIVISION PARTICIPATION.** Participation under this Contract by authorized political subdivisions shall be voluntarily determined by the corresponding political subdivision. Contractor agrees to provide products and services to such political subdivisions based upon the same terms, conditions and prices set forth in the corresponding Participating Addendum.

43. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract, a Participating Addendum, and/or order, as applicable, on behalf of the corresponding party has full power and authority to do so. Contractor acknowledges that as required by statute or regulation the Contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the Contract. Except as otherwise provided herein, any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. **GOVERNING LAW; JURISDICTION.**

44.1 **Lead State.** The parties acknowledge and agree that with respect to Contractor and the Lead State and/or WSCA, the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

44.2 **Participating Entities.** The construction and effect of any Participating Addendum or order against the Contract shall be governed by and construed in accordance with the laws of the corresponding Participating Entity. Venue for any claim, dispute or action concerning an order placed against the Contract or the effect of a Participating Addendum shall be in the Participating Entity's State.

45. **SIGNATURES IN COUNTERPART.** The Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

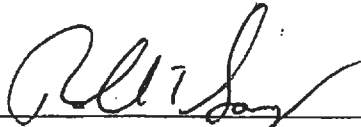
46. **AMENDMENTS.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract administrator. Each Participating Entity expressly acknowledge and agree that it will be bound by the terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. **ENTIRE CONTRACT.** This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete

terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. **ENTIRE CONTRACT.** This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

  
\_\_\_\_\_  
Independent Contractor's Signature

AT-T  
\_\_\_\_\_  
Date Independent Contractor's Title

\_\_\_\_\_  
Signature

Director of Contracts  
\_\_\_\_\_  
Date Title

  
\_\_\_\_\_  
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

On 3-14-12  
\_\_\_\_\_  
(Date)

On \_\_\_\_\_  
\_\_\_\_\_  
(Date)

Approved as to form by:

  
\_\_\_\_\_  
Deputy Attorney General for Attorney General

On 14 Mar. 12  
\_\_\_\_\_  
(Date)

DJ Sigman  
Government Account Executive AT&T  
816 Lee Street, 1st Floor - Office 5  
Charleston, WV 25301  
Mobile: (304) 932 8194  
Fax: (847) 326 3980  
E-mail: ds8355@att.com



August 23, 2013

Krista S. Ferrell, Buyer Supervisor - File 21  
West Virginia State Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

Re: CPHONE13A Services and Pricing

Dear Ms. Ferrell:

Enclosed please find documentation which summarizes the services and pricing available under the AT&T and Western States Contracting Alliance (WSCA) Master Agreement 1907. An addendum outlining the AT&T Mobility Applications and pricing available under the WSCA 3 Agreement is forthcoming.

For the most current equipment and pricing available, please continue to reference the AT&T Premier Web Site. If you have any questions regarding the enclosed documentation or any other matter, please feel free to contact me at (304) 932-8194.

Sincerely,

A handwritten signature in cursive script that reads "DJ Sigman".

DJ Sigman  
Government Account Executive

Enclosures



	VOICE RATE PLANS	WSCA Std. DISCOUNT	NET DISCOUNT	Monthly Recurring Charge after Discounts.
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**Business Pooled Nation Plans**
**NBI Add a Line \***

Monthly Recurring Charge	\$19.99	25%	(\$5.00)	\$11.24
Anytime minutes	0		0	
Rate/minute	\$0.25		\$0.25	
Mobile-To-Mobile	Unlimited		Unlimited	
Nights and Weekends	Unlimited		Unlimited	
Nationwide Long Distance	Included		Included	
Roaming	Included		Included	

**NBI 300**

Monthly Recurring Charge	\$34.99	25%	(\$8.75)	\$23.62
Anytime minutes	300		300	
Rate/minute	\$0.25		\$0.25	
Mobile-To-Mobile	Unlimited		Unlimited	
Nights and Weekends	Unlimited		Unlimited	
Nationwide Long Distance	Included		Included	
Roaming	Included		Included	

**NBI 450**

Monthly Recurring Charge	\$44.99	25%	(\$11.25)	\$29.99
Anytime minutes	450		450	
Rate/minute	\$0.25		\$0.25	
Mobile-To-Mobile	Unlimited		Unlimited	
Nights and Weekends	Unlimited		Unlimited	
Nationwide Long Distance	Included		Included	
Roaming	Included		Included	

**NBI 900**

Monthly Recurring Charge	\$64.99	25%	(\$16.25)	\$48.74
Anytime minutes	900		450	
Rate/minute	\$0.25		\$0.25	
Mobile-To-Mobile	Unlimited		Unlimited	
Nights and Weekends	Unlimited		Unlimited	
Nationwide Long Distance	Included		Included	
Roaming	Included		Included	

\* 1:1 ratio with NBI plans \$34.99 or higher (prior to discounts)

**NBI 1350**

Monthly Recurring Charge	\$84.99	25%	(\$21.25)	\$63.74
Anytime minutes	1350		450	
Rate/minute	\$0.25		\$0.25	
Mobile-To-Mobile	Unlimited		Unlimited	
Nights and Weekends	Unlimited		Unlimited	
Nationwide Long Distance	Included		Included	
Roaming	Included		Included	

**NBI 2,000**

Monthly Recurring Charge	\$104.99	25%	(\$26.25)	\$78.74
Anytime minutes	2,000		450	
Rate/minute	\$0.25		\$0.25	
Mobile-To-Mobile	Unlimited		Unlimited	
Nights and Weekends	Unlimited		Unlimited	
Nationwide Long Distance	Included		Included	
Roaming	Included		Included	

**NBI 4,000**

Monthly Recurring Charge	\$154.99	25%	(\$38.75)	\$116.24
Anytime minutes	4,000		450	
Rate/minute	\$0.25		\$0.25	
Mobile-To-Mobile	Unlimited		Unlimited	
Nights and Weekends	Unlimited		Unlimited	
Nationwide Long Distance	Included		Included	
Roaming	Included		Included	





<b>ADDITIONAL SERVICES AND PRICING</b>	<b>Discount</b>	<b>WSCA Monthly Recurring Charge Net Price</b>
<b>Custom Integrated Plan Without Tethering</b>		
<b>NBI Smartphone Bundles (Voice/Data/Text)</b>		
<b>Add-A-Line Smartphone Bundles (Voice/Data/Text)</b>		
<b>Add-A-Line Bundle Monthly Recurring Charge</b>	NA	\$35.99
Mobile Hotspots		N/A
Anytime voice minutes pooled		0
Overage Rate/minute		\$0.25
Mobile-To-Mobile		Unlimited
Nights and Weekends		Unlimited
Unlimited Messaging Text		Unlimited
Unlimited Smartphone Enterprise Data		Unlimited
<b>300 Smartphone Bundles (Voice/Data/Text)</b>		
<b>300 Bundle Monthly Recurring Charge</b>	NA	\$48.75
Mobile Hotspots		N/A
Anytime voice minutes pooled		300
Overage Rate/minute		\$0.25
Mobile-To-Mobile		Unlimited
Nights and Weekends		Unlimited
Unlimited Messaging Text		Unlimited
Unlimited Smartphone Enterprise Data		Unlimited
<b>450 Smartphone Bundles (Voice/Data/Text)</b>		
<b>450 Bundle Monthly Recurring Charge</b>	NA	\$52.00
Mobile Hotspots		N/A
Anytime voice minutes pooled		450
Overage Rate/minute		\$0.25
Mobile-To-Mobile		Unlimited
Nights and Weekends		Unlimited
Unlimited Messaging Text		Unlimited
Unlimited Smartphone Enterprise Data		Unlimited
<b>900 Smartphone Bundles (Voice/Data/Text)</b>		
<b>900 Bundle Monthly Recurring Charge</b>	NA	\$71.68
Mobile Hotspots		N/A
Anytime voice minutes pooled		900
Overage Rate/minute		\$0.25
Mobile-To-Mobile		Unlimited
Nights and Weekends		Unlimited
Unlimited Messaging Text		Unlimited
Unlimited Smartphone Enterprise Data		Unlimited
^Net Pricing equates to the price after all credits and Service Discounts.		
For the purpose of clarity and the avoidance of doubt, if the Service Discount changes during the Term of the Agreement the Net Pricing remains the same.		

<b>ADDITIONAL SERVICES AND PRICING</b>	<b>Discount</b>	<b>WSCA Monthly Recurring Charge Net Price</b>
<b>Custom Integrated Plan With Tethering</b>		
<b>NBI Smartphone Bundles (Voice/Data/Text)</b>		
<b>Add-A-Line Smartphone Bundles (Voice/Data/Text)</b>		
<b>Add-A-Line Bundle Monthly Recurring Charge</b>	NA	\$35.99
Mobile Hotspots		Included
Anytime voice minutes pooled		0
Overage Rate/minute		\$0.25
Mobile-To-Mobile		Unlimited
Nights and Weekends		Unlimited
Unlimited Messaging Text		Unlimited
Smartphone Enterprise Data - 5 GB Included		5 GB / Overage \$10/GB
<b>300 Smartphone Bundles (Voice/Data/Text)</b>		
<b>300 Bundle Monthly Recurring Charge</b>	NA	\$48.75
Mobile Hotspots		Included
Anytime voice minutes pooled		300
Overage Rate/minute		\$0.25
Mobile-To-Mobile		Unlimited
Nights and Weekends		Unlimited
Unlimited Messaging Text		Unlimited
Smartphone Enterprise Data - 5 GB Included		5 GB / Overage \$10/GB
<b>450 Smartphone Bundles (Voice/Data/Text)</b>		
<b>450 Bundle Monthly Recurring Charge</b>	NA	\$52.00
Mobile Hotspots		Included
Anytime voice minutes pooled		450
Overage Rate/minute		\$0.25
Mobile-To-Mobile		Unlimited
Nights and Weekends		Unlimited
Unlimited Messaging Text		Unlimited
Smartphone Enterprise Data - 5 GB Included		5 GB / Overage \$10/GB
<b>900 Smartphone Bundles (Voice/Data/Text)</b>		
<b>900 Bundle Monthly Recurring Charge</b>	NA	\$71.68
Mobile Hotspots		Included
Anytime voice minutes pooled		900
Overage Rate/minute		\$0.25
Mobile-To-Mobile		Unlimited
Nights and Weekends		Unlimited
Unlimited Messaging Text		Unlimited
Smartphone Enterprise Data - 5 GB Included		5 GB / Overage \$10/GB

^Net Pricing equates to the price after all credits and Service Discounts.

For the purpose of clarity and the avoidance of doubt, if the Service Discount changes during the Term of the Agreement the Net Pricing remains the same.

ADDITIONAL SERVICES AND PRICING	VOICE RATE PLANS	WCSA Std. DISCOUNT	NET DISCOUNT	Monthly Recurring Charge after Discounts.
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### Nation plans - Individual plans

#### Nation 450

Monthly Recurring Charge	\$39.99	25%	(\$10.00)	\$29.99
Anytime minutes	450		450	
Rate/minute	\$0.45		\$0.45	
Mobile-To-Mobile	Unlimited		Unlimited	
Nights and Weekends	5,000		5,000	

#### Nation 900

Monthly Recurring Charge	\$59.99	25%	(\$15.00)	\$44.99
Anytime minutes	900		900	
Rate/minute	\$0.40		\$0.40	
Mobile-To-Mobile	Unlimited		Unlimited	
Nights and Weekends	Unlimited		Unlimited	

#### Nation 1350

Monthly Recurring Charge	\$79.99	25%	(\$20.00)	\$59.99
Anytime minutes	1350		1350	
Rate/minute	\$0.35		\$0.35	
Mobile-To-Mobile	Unlimited		Unlimited	
Nights and Weekends	Unlimited		Unlimited	

#### Unlimited Voice Plan

Monthly Recurring Charge	\$69.99	0	\$0.00	\$69.99
Anytime minutes	Unlimited		Unlimited	
Rate/minute	\$0.00		\$0.00	
Mobile-To-Mobile	Unlimited		Unlimited	
Nights and Weekends	Unlimited		Unlimited	

#### Business Nation Flat Rate Plan

Monthly Recurring Charge	\$12.99	25%	(\$3.25)	\$9.74
Anytime minutes	0		0	
Rate/minute	\$0.15/minute		\$0.15	
Mobile-To-Mobile	NA		NA	
Nights and Weekends	NA		NA	

1. AT&T also imposes: a Regulatory Cost Recovery Fee of up to \$1.25 to help defray costs incurred in complying with obligations and charges imposed by State and Federal telecom regulations; State and Federal Universal Service charges; and surcharges for government assessments on AT&T. These fees are not taxes or government-required charges.
2. Available for use in your applicable Service Area. No roaming or long distance charges nationwide.



ADDITIONAL SERVICES AND PRICING	MESSAGING PLANS
<b>SMS/TEXT MESSAGING</b>	
All voice, Blackberry, iPhone and Smartphone devices will be activated with Basic SMS/Text Pay Per Use	
\$0.20 per Message (Incoming or Outgoing)	
\$0.30 per Picture Message (Incoming or Outgoing)	
<b>MESSAGING 200</b>	
Monthly Recurring Charge (Feature must be added per request)	\$0.00
Messages Included	200 / month
Additional messages	\$.10/message
<b>MESSAGING 1000</b>	
Monthly Recurring Charge	\$5.00
Messages Included	1000 / month
Additional messages	\$.10/message
<b>MESSAGING UNLIMITED</b>	
Monthly Recurring Charge	\$10.00
Messages Included	Unlimited
Additional messages	n/a
NOTE: Rate plans, features and service descriptions may be found at the following program website: <a href="http://www.att.com/oda">www.att.com/oda</a>	

† Includes text, picture, video and instant messaging. International messages and premium content not included.

<http://www.wireless.att.com/businesscenter/legal-contracts/waca.jsp>

\*See Condition below  
All Sales Collateral applies

## Telemetry--Pooled

### Machine to Machine --Telemetry

Rate Plan Name	Price	After Discount	MB Included	Overage /KB
Pooled Telemetry Connect CCS Plan 1MB	\$8.99	\$5.00	1 MB	.005/KB
Pooled Telemetry Connect CCS Plan 2MB	\$11.99	\$5.99	2 MB	.005/KB
Pooled Telemetry Connect CCS Plan 3MB	\$13.99	\$6.49	3 MB	.005/KB
Pooled Telemetry Connect CCS Plan 4MB	\$15.99	\$6.89	4 MB	.005/KB
Pooled Telemetry Connect CCS Plan 5MB	\$17.99	\$7.00	5 MB	.005/KB
Pooled Telemetry Connect CCS Plan 10MB	\$20.99	\$10.00	10 MB	.005/KB
Pooled Business Connect CCS Plan 50MB	\$39.99	\$15.00	50 MB	.005/KB
Pooled Business Connect CCS Plan 250 MB	\$49.99	\$25.00	250 MB	.005/KB

## Feature Pricing

### Included features:

AT&T Business Pooled Plans include the following features for WSCA:

### Included features:

- Nationwide Long Distance
- Caller ID
- Voicemail
- Detailed Billing
- Call Forwarding
- Call Waiting
- 3-Way Calling

<b>Description of Feature</b>	<b>Cost</b>
AT&T 411 INFO	\$1.99 per call
Text/Instant Messages	\$0.20 per message
Picture/Video Messages	\$0.30 per message
Pay per Use - Web browsing	\$2.00 per MB
Voice Device Unlimited Data	\$15.00 per month
Ent Push To Talk	\$5.00 per month
Stand Alone Ent Push To Talk	\$30.00 per month
Ent Push to Talk InterOpp	\$30.00 per month
Enterprise Paging (Smartphone)	\$9.99 per month
Ent Paging with Unlimited Messaging	\$29.99 per month
TeleNav	\$12.99 per month
TeleNav (Smartphone)	\$21.99 per month
TeleNav iPhone	\$12.99 per month

Rate plans, features and service descriptions may be found at the following

<http://www.wireless.att.com/businesscenter/legal-contracts/wsca.jsp>

\*See Condition below

All Sales Collateral applies

AT&amp;T International

## International Roaming Packages

### for Voice, Messaging and Data

When you travel overseas, AT&T offers many convenient and economical ways for you to stay in touch. You can use the same phone that you use while home in the U.S. and you can easily be reached using the same phone number. You'll be able to make and receive calls in over 225 countries and access your email and surf the Internet while traveling in over 210 countries.

### AT&T Roaming Calling Packages

In addition to our pay-per-use rates, AT&T offers economical calling packages, so you can easily stay in touch with family and friends while you travel the world. The pay-per-use and package rates are based on your destination.

#### Canada and Mexico Travel Minutes<sup>1</sup>

Monthly Package Cost	Included Minutes	Cost Per Minute
\$30	80 min.	\$.38
\$60	200 min.	\$.30
\$120	500 min.	\$.24
Overage	—	\$.50

#### Pay-Per-Use Calling Rate in Canada and Mexico \$1.00/min.

If you travel or call frequently to Canada or Mexico, you can get the benefits of AT&T Nation™ Plans, plus no more long distance or roaming charges between either the U.S. and Canada or the U.S. and Mexico. Ask a sales representative about AT&T Nation with Canada or AT&T Viva Mexico rate plan options and details.

#### Europe Travel Minutes<sup>1</sup>

Monthly Package Cost	Included Minutes <sup>2</sup>	Cost Per Minute
\$30	30 min.	\$1.00
\$60	80 min.	\$.75
\$120	200 min.	\$.60
Overage	—	\$1.00

#### Pay-Per-Use Calling Rate in Europe<sup>2</sup> \$1.50/min.

#### Rest of World Travel Minutes<sup>1</sup>

Monthly Package Cost	Included Minutes <sup>3</sup>	Cost Per Minute
\$30	15 min.	\$2.00
\$60	40 min.	\$1.50
\$120	100 min.	\$1.20
Overage	—	\$2.00

#### Pay-Per-Use Calling Rate on Cruise Ships, On Air and Rest of World<sup>3</sup> \$2.50/min.

<sup>1</sup> One-month minimum required. If you remove the package before your monthly bill cycle ends, the included monthly minutes allotment will be reduced proportionately. Package and overage rates apply to calls made and received within applicable region only. Overage rates outside of the region will be billed at the pay-per-use rate.

<sup>2</sup> For a list of European countries in which the included minutes apply, visit [att.com/worldpackages](http://att.com/worldpackages).

<sup>3</sup> For a list of Rest of World countries in which the included minutes apply, visit [att.com/worldpackages](http://att.com/worldpackages). Rest of World Travel Minutes package does not apply to cruise ships, On Air, Ethiopia, Falkland Islands, Sao Tome and Principe, Turkmenistan and Tunisia.



### International Roaming Messaging Packages

Sending text, picture or video messages while overseas is a great way to communicate. **Global Messaging Packages** allow you to send messages from over 140 of the world's most traveled countries.<sup>4</sup>

<sup>4</sup>For a list of countries, visit [att.com/globalcountries](http://att.com/globalcountries).

Monthly Cost	Messages Sent From Over 140 Countries <sup>5</sup>		Messages Received While Roaming
	Included Messages	Overage/Msg	
\$10	50	\$.40	Domestic messaging package or pay-per-use rates apply.
\$30	200	\$.35	
\$60	600	\$.25	

<sup>5</sup>See [att.com/globalcountries](http://att.com/globalcountries) for list. Messages sent while roaming outside of these countries will be billed at \$.50/msg for Text; \$1.30/msg for Picture/Video.

For details on voice and messaging products, visit [att.com/worldpackages](http://att.com/worldpackages).

### International Roaming Data Global Add-On Packages

Use data while abroad just like you do at home. Check email and surf the Internet while in over 140 countries<sup>6</sup> on your smartphone, laptop or tablet by adding a Data Global Add-On Package. And now Wi-Fi is available in select countries on plans \$60 or higher for iPhone®, iPad® and Android™ devices.

Price <sup>6</sup>	Included Cellular Data in Over 140 Countries <sup>7</sup>	Included Wi-Fi in Select Countries <sup>8</sup>
\$30/mo.	120 MB Overage: \$30/120 MB Other Countries: \$.0195/KB	N/A
\$60/mo.	300 MB Overage: \$30/120 MB Other Countries: \$.0195/KB	1 GB
\$120/mo.	800 MB Overage: \$30/120 MB Other Countries: \$.0195/KB	1 GB

<sup>6</sup>One-month minimum required.

<sup>7</sup>For specific countries, visit [att.com/globalcountries](http://att.com/globalcountries).

<sup>8</sup>Requires download and activation of AT&T Wi-Fi International App. Available for iPhone and iPad with iOS 4.3 or higher, Android smartphones with OS 2.2 or higher and Android tablets with OS 3.2 or higher at international hotspots within select countries. See [att.com/intlwifi](http://att.com/intlwifi) for a list of countries and more information.

To sign up for these packages, please see an AT&T representative, call 866-MOBILITY or visit [att.com/myatt](http://att.com/myatt).

Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. Rates are subject to change. For countries, rates and additional details, see [att.com/global](http://att.com/global). International Roaming: Compatible Device required. Your plan may include the capability to make and receive calls while roaming internationally. AT&T, in its sole discretion, may block your ability to use your Device while roaming internationally until eligibility criteria are met. International roaming rates, which vary by country, apply for all calls placed or received while outside the United States, Puerto Rico and U.S.V.I. Please consult [att.com/global](http://att.com/global) or call 611 or 800-331-0500 for a list of currently available countries and carriers. All countries may not be available for roaming. All carriers within available countries may not be available on certain plans or packages. Availability, quality of coverage and services while roaming are not guaranteed. When roaming internationally, you will be charged international roaming airtime rates including when incoming calls are routed to voicemail, even if no message is left. Substantial charges may be incurred if phone is taken out of the U.S. even if no services are intentionally used. Billing for international roaming usage may be delayed up to three billing cycles due to reporting between carriers. Taxes are additional. If you want to block the ability to make and receive calls or use data functions while roaming internationally, you may request that by calling 1-816-843-4685 (at no charge from your wireless phone). International Data: Many Devices, including iPhone, transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the United States, Puerto Rico and U.S.V.I. Receipt of Visual Voicemail messages are charged at international data pay-per-use rates unless customer has an international data plan, in which case receipt of Visual Voicemail messages decrement. Kilobytes included in such plan. AT&T may send "alerts" via SMS or email, to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them. They are not a guarantee of a particular bill limit. Data Global Add-Ons and Global Messaging Packages require that domestic data or messaging capability be in place. Rates apply only for usage within "roam zone" comprised of select carriers. Within the roam zone, overage rate applies if you exceed the MBs allotted for any Data Global Add-On Package or the messages allotted for any Global Messaging Package. International roaming pay-per-use rates apply in countries outside the roam zone. See [att.com/globalcountries](http://att.com/globalcountries) for current roam zone list. For terms and conditions that apply to all data and messaging packages, see [att.com/wirelessterms](http://att.com/wirelessterms). © 2012 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners.





## Tablets / iPads

Price	Plan	Storage	Speed	Other
\$35.00	\$25.25	3GB	.05/MB	NA
\$69.99	\$39.99	Unlimited	NA	NA
\$50.00	\$37.50	5GB	.05/MB	NA

## Laptop/Netbooks/Hotspots

### PC Modem Cards

DataConnect with Wifi Govt.				
Price	Plan	Storage	Speed	Other
\$20	NA	10MB	.00194/kb	NA
\$69.99	\$39.99	Unlimited	NA	N/A
\$50.00	\$37.50	5GB	.05/MB	NA

Pay Per Use Data (PPU) \$2.00 per MB

Rate plans, features and service description may be found at the following program web site  
<http://www.wireless.att.com/businesscenter/legal-contracts/wscg.jsp>

**AT&T INC.**

**DJ Sigman**  
**Government Account Executive**  
**816 Lee Street, 1st Floor - Office 5**  
**Charleston, WV 25301**  
**Mobile • (304) 932 8194 • Fax • (847) 326 3980**  
**Email • [ds8355@att.com](mailto:ds8355@att.com)**

October 18, 2016

**Via Electronic Mail**

Melanie Lopez  
Office of Technology  
Building 5, 10th Floor  
1900 Kanawha Boulevard East  
Charleston, WV 25305

Re: AT&T CPHONE13A Change Order #5

Mrs. Lopez:

Please accept this letter as AT&T's formal request to extend the CPHONE13A Agreement from 11/1/2016 – 6/30/2019. Additionally, please accept this letter as AT&T's formal request to add a new SmartPhone Bundle Option and update the AT&T International Plans.

Attached you will find the following:

- AT&T's Amendment to Participating Agreement #1 which adds a new Smartphone Bundle to CPHONE13A. The new Smartphone Bundle includes Unlimited Data with Tethering.
- AT&T International Roaming – Passport Packages
- NASPO Extension
- AT&T Change Order Justification

If the State of West Virginia requires additional information or clarification, we will be more than happy to accommodate your request. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "D.J. Sigman". The signature is written in a cursive style with a large initial "D.J." and a more fluid "Sigman".

DJ Sigman  
Government Account Executive

## AT&T CPHONE13A

### Contract Extension / Change Order

10/18/2016

#### **Contract Extension**

NASPO (formerly WSCA) extended their Agreement with AT&T until 6/30/2019.

- Copy of Extension Included

AT&T is requesting CPHONE13A be extended from 11/1/2016 – 6/30/2019.

#### **Contract Change Order**

##### **New Smartphone Bundle Options**

Smartphone Bundle Options that includes Unlimited Data with Tethering

Change Order provides additional discounts to the state beyond the standard 25%.

Note.

AT&T has added a 1350 minute plan to allow higher-volume users to participate in the new service options.

	Add-A-Line	300	450	900	1350
Voice Plan	\$19.99	\$34.99	\$44.99	\$64.99	\$84.99
Data Plan	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Std WSCA (25% Discount) for Voice & Data Plan	\$78.74	\$89.99	\$97.49	\$112.49	\$127.49
WV Cost	\$45.99	\$58.08	\$60.97	\$81.68	\$99.99

### **International Service Packages**

Current International Rates require a separate package for Voice, Data, and SMS Messaging. The new International Bundles include lower Voice, Data, and Unlimited SMS rates. The new AT&T International Roaming Bundles lowers the cost to the State of WV in excess of 50%.

**AMENDMENT TO PARTICIPATING ADDENDUM  
UNDER THE  
NASPO VALUEPOINT  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
BID NUMBER RFP: #1907**

**PARTICIPANT: State of West Virginia**

This Amendment No. 1 ("Amendment 1") is entered into as of November 1, 2016 (the "Amendment 1 Effective Date") by and between the State of West Virginia ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant 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 Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint", are parties to that certain wireless communication services and equipment contract, #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

1.2 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated August 27, 2012, (the "PA").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 1.

**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, Participant and Contractor hereby agree to the terms and conditions of this Amendment 1. At times herein, the Contract, the PA, and this Amendment 1 are referred to collectively as the "Agreement"). Unless otherwise defined, capitalized terms in this Amendment 1 have the meanings ascribed to them in the Contract and/or the PA.

**Section 3. Custom Offers.** Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom integrated plans described in §3.1 herein (the "Custom Integrated Plans" or the "Custom Offer"). The Custom Offer is available for the term of the Agreement. The Custom Offer is not available to IRUs. For the Custom Offer, 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 Offer is 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 §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, the Custom Offer will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom Offer may not be combined with any other offers, discounts, or promotions.

3.1 **Custom Integrated Plans.** The Custom Integrated Plans are described in §3.1.1. The Custom Integrated Plans are NOT eligible for the MSC Service Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to Contractor's customers.

**3.1.1 Custom Integrated Business Pooled Nation Plans for Smartphones With Tethering ("Custom Integrated Business Pooled Nation Plans").** The following applies to the Custom Integrated Business Pooled Nation Plans: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information, and (b) The Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information.

**TABLE 3.1.1  
CUSTOM INTEGRATED BUSINESS POOLED NATION PLANS (WITH TETHERING)**

	BPN Pooled Add A Line Plan	BPN Pooled 300 Plan	BPN Pooled 450 Plan	BPN Pooled 900 Plan	BPN Pooled 1350 Plan
<b>Monthly Service Charge</b>	\$45.99	\$58.08	\$60.97	\$81.68	\$99.99
<b>Anytime Minutes</b>	N/A	300	450	900	1350
<b>Voice Overage Rate</b>	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
<b>Included Nights &amp; Weekend Minutes</b>	N/A	Unlimited	Unlimited	Unlimited	Unlimited
<b>Included Mobile to Mobile Minutes</b>	N/A	Unlimited	Unlimited	Unlimited	Unlimited
<b>Domestic Long Distance</b>	Included	Included	Included	Included	Included
<b>Domestic Roaming</b>	Included	Included	Included	Included	Included
<b>Monthly Service Charge Discount</b>	N/A	N/A	N/A	N/A	N/A
<b>Rollover Minutes</b>	N/A	N/A	N/A	N/A	N/A
<b>Included Domestic Data Access</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Additional Domestic Data Usage</b>	N/A	N/A	N/A	N/A	N/A
<b>Unlimited Text</b>	N/A	Yes	Yes	Yes	Yes

**Section 4. Restatement of Agreement.** The terms and conditions of the PA, as modified by this Amendment 1, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 1 as of the Amendment 1 Effective Date.

AT&T Mobility National Accounts, LLC.

By: [Signature]

Name: MAG FLISTER

Title: Sr. Contract Manager

Date: 10/12/2016

State of West Virginia

By: [Signature]

Name: DAVID TIMCHER

Title: DIRECTOR

Date: 10/27/16



For Purchasing Use Only:  
RFP/CONTRACT # 1907

**AMENDMENT #1 TO CONTRACT**

Between the State of Nevada  
Acting By and Through Its

Various State Agencies

Monitored By: Department of Administration  
Purchasing Division

515 East Musser Street, Suite 300  
Carson City, NV 89701

Contact: Teri Becker

Phone: (775) 684-0178 Fax: (775) 684-0188

Email: [tbecker@admin.nv.gov](mailto:tbecker@admin.nv.gov)

and

AT&T Mobility National Accounts LLC  
2600 Camino Road

San Ramon, CA 94583

Contact: Twila Lively

Phone: (925) 487-9945 Fax: (510) 261-2155

Email: [twila.lively@att.com](mailto:twila.lively@att.com)

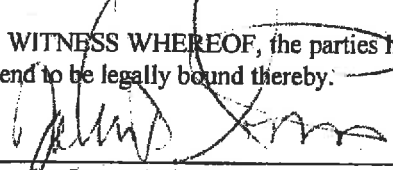
1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated March 15, 2012 (the "Contract"), remain in full force and effect with the exception of the following:

A. The Contract term shall be extended from October 31, 2016 to June 30, 2019 to coincide with filing requirements by Federal E-Rate customers.

2. **INCORPORATED DOCUMENTS.** The Contract is incorporated herein by reference.

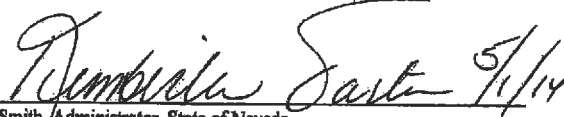
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the WSCA-NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

  
\_\_\_\_\_  
Independent Contractor's Signature

Date

4/11/14  
  
\_\_\_\_\_  
Senior Vice President - GEM  
Independent's Contractor's Title

  
\_\_\_\_\_  
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA-NASPO Directors

On \_\_\_\_\_

Approved as to form by:

(Date)

  
\_\_\_\_\_  
Deputy Attorney General for Attorney General

On 29 April 14  
\_\_\_\_\_  
(Date)



# AT&T International Roaming

When you are traveling outside the U.S.

## For Cell Phones

### AT&T Passport<sup>SM</sup> Packages

Get everything you need for international travel in one package for use in over 200 countries. AT&T Passport<sup>1</sup> packages include unlimited messages sent, affordable high-speed data<sup>2</sup> and discounted calling rates. Packages can be purchased for short trips as a one-time charge that automatically expire after 30 days. They can also be purchased as a monthly-recurring charge with a 2-month minimum for longer or more frequent trips. For a list of countries, visit [att.com/globalcountries](http://att.com/globalcountries).

Cell Phone Packages <sup>1</sup>			
	Passport	Passport Silver	Passport Gold
Charge (one-time for 30 days or monthly recurring)	\$40	\$60	\$120
Messages Sent (Text, Picture, Video)	Unlimited	Unlimited	Unlimited
Talk	\$1/min	50¢/min	35¢/min
Cellular Data	200 MB	300 MB	800 MB
Cellular Data Overage	25¢/MB	20¢/MB	15¢/MB
Wi-Fi Access at Participating Hotspots	Unlimited <sup>3</sup>	Unlimited <sup>3</sup>	Unlimited <sup>3</sup>

## Say Goodbye to Roaming Charges in Mexico and Canada

Now you can talk, text and use your plan data in Mexico like you do in the U.S. with no roaming charges\* — available with new AT&T Mobile Share Value plans (15GB and higher) and other qualified business plans.\*\*

Traveling to Canada? With an AT&T Unlimited plan, you can talk, text and use your plan data in Canada and Mexico with no roaming charges by adding AT&T Roam North America to your consumer account.

\*Fees, charges and restr's apply. Terms subject to change. For consumer customers, see more details at [att.com/coveragemex](http://att.com/coveragemex). For business customers, see more details at [att.com/mexicoforbiz](http://att.com/mexicoforbiz).

\*\*For business customers, qualified plans consist of AT&T Mobile Share Value Plans for Business (15GB and higher) and AT&T Mobile Select plans (\$20/mo. and higher).

†Compatible devices only. Fees, charges and restr's apply. If talk, text or data usage in Mexico and/or Canada exceeds 50% of total talk, text or data usage for two consecutive billing periods, AT&T may remove roaming features. After 22GB data usage, AT&T may slow speeds. Terms subject to change. See more details at [att.com/roamna](http://att.com/roamna).

**Please note:** If you add AT&T Passport to an AT&T Mobile Share plan that includes roaming in Mexico, international long distance pay-per-use rates apply rather than AT&T Passport rates to calls made from Mexico to other international countries unless you have an international long distance package for your device. For more details, consumer customers should visit [att.com/coveragemex](http://att.com/coveragemex) and business customers should visit [att.com/mexicoforbiz](http://att.com/mexicoforbiz).

<sup>1</sup>**AT&T Passport<sup>SM</sup> Packages:** One-time charge or monthly recurring charge applies. One-time charge packages are valid for 30 days beginning on the chosen effective date, may cross 2 bill cycles, and expire automatically. Packages will not be prorated if canceled on or after the chosen effective date. Packages canceled prior to chosen effective date will not incur the one-time charge. Monthly recurring version of AT&T Passport package requires a 2-month minimum term commitment. **General Package Terms:** Compatible device with domestic postpaid wireless service required. **Countries:** Includes talk, text, and data coverage in over 200 countries listed at [att.com/globalcountries](http://att.com/globalcountries). **Wi-Fi:** AT&T Passport packages include Wi-Fi access at participating hotspots in over 18 countries. Must download AT&T Passport app and register to access participating hotspots. Data rates may apply for download and usage. **Data:** Actual data speeds vary by device and location. **Data Overage:** \$0.25/MB on 200MB plan, \$0.20/MB on 300MB plan, and \$0.15/MB on 800MB plan. Monthly recurring package data allowance must be used in billing period provided or will be forfeited. **Unlimited Messaging:** Applies only to AT&T Short Messaging Service (SMS) & Multimedia Messaging Service (MMS) & not to other messaging services/applications. Messages received are charged at domestic messaging rates. **Pay-Per-Use Rates:** Apply when package expires, when traveling in excluded countries, or when you have not purchased a package. **General:** Coverage not available in all areas. Countries and rates are subject to change. Services while roaming are not guaranteed. Certain eligibility restrictions apply which may be based on service tenure, payment history, and/or credit. For additional restrictions, rates, and details, see [att.com/passport](http://att.com/passport) and [att.com/wirelesslegal](http://att.com/wirelesslegal) (for business/govt customers, [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms)).

<sup>2</sup>Availability, quality of coverage and services while roaming are not guaranteed.

<sup>3</sup>Unlimited Wi-Fi available at participating hotspots in over 18 countries. Requires download and activation of AT&T Passport app. Available for iPhone® and iPad® with iOS® 6 or higher, Android™ smartphones with OS 2.2 or higher, and Android tablets with OS 3.2 or higher at participating international hotspots in over 18 countries. See [att.com/intlwifi](http://att.com/intlwifi) for more information.

<sup>4</sup>**Roam Mexico Feature:** For eligible devices on select Mobile Share Value plans 15GB and higher, or, for qualified business/government customers, on select Mobile Share Value Plans for Business 15GB and higher and qualified Mobile Select plans with plan charge of \$20 per month and higher. Must add to each line separately. **Data:** Allows domestic plan data usage in Mexico. Additional or promotional data may not be available for use in Mexico. **Data Overage:** If you exceed the amount of data in your qualified plan or other allotments during your billing period, additional data will automatically be provided in increments of 1GB at \$15 per gigabyte for Mobile Share Value plans or at the pay-per-use rates specified for Mobile Select plans. **Unlimited Talk:** For phones only. Unlimited talk within Mexico and to the U.S., Puerto Rico, and U.S. Virgin Islands (collectively the "Domestic Coverage Area" or "DCA"). You may be charged for calls to special or premium service numbers. **Calls to other countries:** International long distance pay-per-use rates apply to calls from Mexico to countries other than Mexico, Canada, or the DCA unless an International Long Distance service package is added to the line placing such calls. Rates subject to change without notice. For rates, see [att.com/wcv](http://att.com/wcv). **Unlimited Text: Standard Messaging -** for phones only. Includes unlimited number of messages up to 1MB in size within Mexico and from Mexico to more than 190 countries for text messages and 120 countries for picture and video messages. AT&T may add, change, and remove included countries at its discretion without notice. Messages sent through applications may incur data or other charges. Visit [att.com/text2world](http://att.com/text2world) for details. **Advanced Messaging -** not available for use in Mexico. Additional restrictions apply and can be found at [att.com/advancedmessaging](http://att.com/advancedmessaging). **Device Restrictions:** For Mobile Share Value customers, service not available on Wireless Home Phone, Wireless Home Phone and Internet, or Connected Devices and Wearables. **General Wireless Service: Subject to Wireless Customer Agreement (att.com/wca), or, for business/government customers, applicable wireless service agreement.** Services not for resale. Credit approval, fees, monthly, overage, other charges, usage, other restrictions per line apply. **Pricing and terms subject to change and may be modified or terminated at any time without notice.** Coverage and service not available everywhere. You get an off-net (roaming) usage allowance for each service. If you exceed the allowance, your services may be restricted or terminated. Other restrictions apply and may result in service termination. See full details for consumer customers at [att.com/coveragemex](http://att.com/coveragemex) and for business/government customers at [att.com/mexicoforbiz](http://att.com/mexicoforbiz).

<sup>5</sup>**Roam North America Feature:** For eligible devices on an AT&T Unlimited Plan. Must add to each line separately. **AT&T Unlimited Plan:** Requires eligible TV service. If not eligible for this plan, AT&T will move you to another plan and this feature will be removed. Other restrictions apply. See plan details at [att.com/unlimitedplan](http://att.com/unlimitedplan). **Data:** allows domestic plan data usage in Mexico/Canada. **Talk:** Phones only. Includes calls within Mexico and Canada and from Mexico and Canada to the U.S., Puerto Rico, and U.S. Virgin Islands (collectively with Mexico & Canada, the "North America Coverage Area"). You may be charged for calls to special or premium service numbers. **Calls to other countries:** International long distance pay-per-use rates apply to calls from Mexico or Canada to countries outside the North America Coverage Area unless an International Long Distance service package is added to the line placing such calls. Rates subject to change without notice. For rates, see [att.com/wcv](http://att.com/wcv). **Text: Standard Messaging -** for phones only. Includes unlimited number of messages up to 1MB in size within Mexico/Canada and from Mexico/Canada to more than 190 countries for text messages and 120 countries for picture and video messages. AT&T may add, change, and remove included countries at its discretion without notice. Messages sent through applications may incur data or other charges. Visit [att.com/text2world](http://att.com/text2world) for details. **Advanced Messaging -** not available for use in Mexico or Canada. Additional restrictions apply and can be found at [att.com/advancedmessaging](http://att.com/advancedmessaging). **Usage Restriction:** If voice, text or data usage in Mexico and/or Canada exceeds 50% of total voice, text or data usage for two consecutive billing periods, roaming feature may be removed from your plan. **Device Restrictions:** Service not available on Connected Devices, Wearables and Tablets on the AT&T 1GB tablet plan. **General Wireless Service: Subject to Wireless Customer Agreement (att.com/wca).** Availability, quality of coverage and services while roaming are not guaranteed. Services not for resale. Credit approval, fees, monthly, overage, other charges, usage, other restrictions per line apply. **Pricing and terms subject to change and may be modified or terminated at any time without notice.** You get an off-net (roaming) usage allowance for each service. If you exceed the allowance, your services may be restricted or terminated. Other restrictions apply and may result in service termination. See [att.com/roamna](http://att.com/roamna) for full details.

# AT&T International Roaming

## For Tablets and Laptops

### AT&T Passport Data<sup>SM</sup> Packages

Get what you need for international travel in over 200 countries. AT&T Passport Data<sup>6</sup> packages for tablets and laptops include affordable high-speed data.<sup>7</sup> Packages can be purchased for short trips as a one-time charge that automatically expire after 30 days. They can also be purchased as a monthly-recurring charge with a 2-month minimum for longer or more frequent trips. For a list of countries, visit [att.com/globalcountries](http://att.com/globalcountries).

Tablet and Laptop Packages <sup>6</sup>			
	Passport Data	Passport Data Silver	Passport Data Gold
Charge (one-time for 30 days or monthly recurring)	\$40	\$60	\$120
Cellular Data	200 MB	300 MB	800 MB
Cellular Data Overage	25¢/MB	20¢/MB	15¢/MB
Wi-Fi Access at Participating Hotspots	Unlimited <sup>8</sup>	Unlimited <sup>8</sup>	Unlimited <sup>8</sup>

### Say Goodbye to Roaming Charges in Mexico and Canada

Now you can use your plan data in Mexico like you do in the U.S. with no roaming charges\* — available with new AT&T Mobile Share Value plans (15GB and higher) and other qualified business plans.\*\*

Traveling to Canada? With an AT&T Unlimited plan, you can use your plan data in Canada and Mexico with no roaming charges by adding AT&T Roam North America to your consumer account.

\*Fees, charges and restrictions apply. Terms subject to change. For consumer customers, see more details at [att.com/coveragemex](http://att.com/coveragemex). For business customers, see more details at [att.com/mexicoforbiz](http://att.com/mexicoforbiz).

\*\*For business customers, qualified plans consist of AT&T Mobile Share Value Plans for Business (15GB and higher), AT&T Mobile Share Data for Business plans (15GB and higher), and AT&T Mobile Select plans (\$20/mo. and higher).

†Fees, charges and restrictions apply. If data usage in Mexico and/or Canada exceeds 50% of total data usage for two consecutive billing periods, AT&T may remove roaming features. After 27GB data usage, AT&T may slow speeds. Terms subject to change. See more details at [att.com/roamna](http://att.com/roamna).

**Please note:** If you add AT&T Passport Data to an AT&T Mobile Share Data plan that includes roaming in Mexico, your domestic data plan terms will apply rather than AT&T Passport data rates when traveling in Mexico. For more details, consumer customers should visit [att.com/coveragemex](http://att.com/coveragemex) and business customers should visit [att.com/mexicoforbiz](http://att.com/mexicoforbiz).

<sup>6</sup>**AT&T Passport Data<sup>SM</sup> Packages:** One-time charge or monthly recurring charge applies. Packages are valid for 30 days beginning on the chosen effective date, may cross 2 bill cycles, and expire automatically. Packages will not be prorated if canceled on or after the chosen effective date. Packages canceled prior to chosen effective date will not incur the one-time charge. After expiration, you may purchase a new package or pay-per-use rates will apply. Monthly recurring charge version of AT&T Passport Data package requires 2-month minimum term commitment. **General Package Terms:** Compatible device with domestic postpaid wireless service required. **Countries:** Includes data coverage in over 200 countries listed at [att.com/globalcountries](http://att.com/globalcountries). **Wi-Fi:** AT&T Passport Data packages include Wi-Fi device at participating hotspots in over 18 countries. To use Wi-Fi you must have a compatible device and must first download AT&T Passport app and register to access participating hotspots. Data rates may apply for download and usage. **Data:** Actual data speeds vary by device and location. **Data Overage:** \$0.25/MB on 200MB plan, \$0.20/MB on 300MB plan, and \$0.15/MB on 800MB plan. Monthly recurring package data allowance must be used in billing period provided or will be forfeited. **Pay-Per-Use Rates:** Apply when package expires, when traveling in countries excluded, or when you have not purchased a package. **General:** Coverage not available in all areas. Countries and rates are subject to change. Services while roaming are not guaranteed. Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. For additional restrictions, rates and details, see [att.com/passport](http://att.com/passport) and [att.com/wirelesslegal](http://att.com/wirelesslegal) (for business/govt customers, [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms)).

<sup>7</sup>Availability, quality of coverage and services while roaming are not guaranteed.

<sup>8</sup>Unlimited Wi-Fi available at participating hotspots in over 18 countries. Requires download and activation of AT&T Passport app. Available for iPhone and iPad with iOS 6 or higher, Android smartphones with OS 2.2 or higher, and Android tablets with OS 3.2 or higher at participating international hotspots in over 18 countries. See [att.com/intlwifi](http://att.com/intlwifi) for more information.

<sup>9</sup>**Roam Mexico Data Feature:** For eligible devices on select Mobile Share Value plans 15GB and higher, or, for qualified business/government customers, on select Mobile Share Value Plans for Business 15GB and higher and qualified Mobile Select plans with plan charge of \$20 per month and higher. Must add to each line separately. **Data:** Allows domestic plan data usage in Mexico. Additional or promotional data may not be available for use in Mexico. **Data Overage:** If you exceed the amount of data in your qualified plan or other allotments during your billing period, additional data will automatically be provided in increments of 1GB at \$15 per gigabyte for Mobile Share Value plans or at the pay-per-use rates specified for Mobile Select plans. **Device Restrictions:** For Mobile Share Value customers, service not available on Wireless Home Phone, Wireless Home Phone and Internet, or Connected Devices and Wearables. **General Wireless Service: Subject to Wireless Customer Agreement ([att.com/wca](http://att.com/wca)), or, for business/government customers, applicable wireless service agreement.** Services not for resale. Credit approval, fees, monthly, overage, other charges, usage, other restrictions per line apply. **Pricing and terms subject to change and may be modified or terminated at any time without notice.** Coverage and service not available everywhere. You get an off-net (roaming) usage allowance for each service. If you exceed the allowance, your services may be restricted or terminated. Other restrictions apply and may result in service termination. See full details for consumer customers at [att.com/coveragemex](http://att.com/coveragemex) and for business/government customers at [att.com/mexicoforbiz](http://att.com/mexicoforbiz).

<sup>10</sup>**Roam North America Data Feature:** For eligible devices on an AT&T Unlimited Plan. Must add to each line separately. **AT&T Unlimited Plan:** Requires eligible TV service. If not eligible for this plan, AT&T will move you to another plan and this feature will be removed. Other restrictions apply. See plan details at [att.com/unlimitedplan](http://att.com/unlimitedplan). **Data:** allows domestic plan data usage in Mexico/Canada. **Usage Restriction:** If data usage in Mexico and/or Canada exceeds 50% of total data usage for two consecutive billing periods, roaming feature may be removed from your plan. **Device Restrictions:** Service not available on Connected Devices, Wearables and Tablets on the AT&T 1GB tablet plan. **General Wireless Service: Subject to Wireless Customer Agreement ([att.com/wca](http://att.com/wca)).** Availability, quality of coverage and services while roaming are not guaranteed. Services not for resale. Credit approval, fees, monthly, overage, other charges, usage, other restrictions per line apply. **Pricing and terms subject to change and may be modified or terminated at any time without notice.** You get an off-net (roaming) usage allowance for each service. If you exceed the allowance, your services may be restricted or terminated. Other restrictions apply and may result in service termination. See [att.com/roamna](http://att.com/roamna) for full details.

# AT&T International Roaming

## For Tablets and Laptops

### AT&T Passport Data<sup>SM</sup> Packages

Get what you need for international travel in over 200 countries. AT&T Passport Data<sup>®</sup> packages for tablets and laptops include affordable high-speed data.<sup>7</sup> Packages can be purchased for short trips as a one-time charge that automatically expire after 30 days. They can also be purchased as a monthly-recurring charge with a 2-month minimum for longer or more frequent trips. For a list of countries, visit [att.com/globalcountries](http://att.com/globalcountries).

Tablet and Laptop Packages <sup>5</sup>			
	Passport Data	Passport Data Silver	Passport Data Gold
Charge (one-time for 30 days or monthly recurring)	\$40	\$60	\$120
Cellular Data	200 MB	300 MB	800 MB
Cellular Data Overage	25¢/MB	20¢/MB	15¢/MB
Wi-Fi Access at Participating Hotspots	Unlimited <sup>6</sup>	Unlimited <sup>6</sup>	Unlimited <sup>6</sup>

### Say Goodbye to Roaming Charges in Mexico and Canada

Now you can use your plan data in Mexico like you do in the U.S. with no roaming charges\* – available with new AT&T Mobile Share Value plans (15GB and higher) and other qualified business plans.\*\*

Traveling to Canada? With an AT&T Unlimited plan, you can use your plan data in Canada and Mexico with no roaming charges by adding AT&T Roam North America to your consumer account.

\*Fees, charges and restrictions apply. Terms subject to change. For consumer customers, see more details at [att.com/coveragemex](http://att.com/coveragemex). For business customers, see more details at [att.com/mexicoforbiz](http://att.com/mexicoforbiz).

\*\*For business customers, qualified plans consist of AT&T Mobile Share Value Plans for Business (15GB and higher), AT&T Mobile Share Data for Business plans (15GB and higher), and AT&T Mobile Select plans (\$20/mo. and higher).

\*Fees, charges and restrictions apply. If data usage in Mexico and/or Canada exceeds 50% of total data usage for two consecutive billing periods, AT&T may remove roaming features. After 22GB data usage, AT&T may slow speeds. Terms subject to change. See more details at [att.com/roamna](http://att.com/roamna).

**Please note:** If you add AT&T Passport Data to an AT&T Mobile Share Data plan that includes roaming in Mexico, your domestic data plan terms will apply rather than AT&T Passport data rates when traveling in Mexico. For more details, consumer customers should visit [att.com/coveragemex](http://att.com/coveragemex) and business customers should visit [att.com/mexicoforbiz](http://att.com/mexicoforbiz).

<sup>5</sup>**AT&T Passport Data<sup>SM</sup> Packages:** One-time charge or monthly recurring charge applies. Packages are valid for 30 days beginning on the chosen effective date, may cross 2 bill cycles, and expire automatically. Packages will not be prorated if canceled on or after the chosen effective date. Packages canceled prior to chosen effective date will not incur the one-time charge. After expiration, you may purchase a new package or pay-per-use rates will apply. Monthly recurring charge version of AT&T Passport Data package requires 2-month minimum term commitment. **General Package Terms:** Compatible device with domestic postpaid wireless service required. **Countries:** Includes data coverage in over 200 countries listed at [att.com/globalcountries](http://att.com/globalcountries). **Wi-Fi:** AT&T Passport Data packages include Wi-Fi access at participating hotspots in over 18 countries. To use Wi-Fi you must have a compatible device and must first download AT&T Passport app and register to access participating hotspots. Data rates may apply for download and usage. **Data:** Actual data speeds vary by device and location. **Data Overage:** \$0.25/MB on 200MB plan, \$0.20/MB on 300MB plan, and \$0.15/MB on 800MB plan. Monthly recurring package data allowance must be used in billing period provided or will be forfeited. **Pay-Per-Use Rates:** Apply when package expires, when traveling in countries excluded, or when you have not purchased a package. **General:** Coverage not available in all areas. Countries and rates are subject to change. Services while roaming are not guaranteed. Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. For additional restrictions, rates and details, see [att.com/passport](http://att.com/passport) and [att.com/wirelesslegal](http://att.com/wirelesslegal) (for business/govt customers, [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms)).

<sup>7</sup>Availability, quality of coverage and services while roaming are not guaranteed.

<sup>6</sup>Unlimited Wi-Fi available at participating hotspots in over 18 countries. Requires download and activation of AT&T Passport app. Available for iPhone and iPad with iOS 6 or higher, Android smartphones with OS 2.2 or higher, and Android tablets with OS 3.2 or higher at participating international hotspots in over 18 countries. See [att.com/intlwifi](http://att.com/intlwifi) for more information.

<sup>8</sup>**Roam Mexico Data Feature:** For eligible devices on select Mobile Share Value plans 15GB and higher, or, for qualified business/government customers, on select Mobile Share Value Plans for Business 15GB and higher and qualified Mobile Select plans with plan charge of \$20 per month and higher. Must add to each line separately. **Data:** Allows domestic plan data usage in Mexico. Additional or promotional data may not be available for use in Mexico. **Data Overage:** If you exceed the amount of data in your qualified plan or other allotments during your billing period, additional data will automatically be provided in increments of 1GB at \$15 per gigabyte for Mobile Share Value plans or at the pay-per-use rates specified for Mobile Select plans. **Device Restrictions:** For Mobile Share Value customers, service not available on Wireless Home Phone, Wireless Home Phone and Internet, or Connected Devices and Wearables. **General Wireless Service: Subject to Wireless Customer Agreement ([att.com/wca](http://att.com/wca)), or, for business/government customers, applicable wireless service agreement.** Services not for resale. Credit approval, fees, monthly, overage, other charges, usage, other restrictions per line apply. **Pricing and terms subject to change and may be modified or terminated at any time without notice.** Coverage and service not available everywhere. You get an off-net (roaming) usage allowance for each service. If you exceed the allowance, your services may be restricted or terminated. Other restrictions apply and may result in service termination. See full details for consumer customers at [att.com/coveragemex](http://att.com/coveragemex) and for business/government customers at [att.com/mexicoforbiz](http://att.com/mexicoforbiz).

<sup>9</sup>**Roam North America Data Feature:** For eligible devices on an AT&T Unlimited Plan. Must add to each line separately. **AT&T Unlimited Plan:** Requires eligible TV service. If not eligible for this plan, AT&T will move you to another plan and this feature will be removed. Other restrictions apply. See plan details at [att.com/unlimitedplan](http://att.com/unlimitedplan). **Data:** allows domestic plan data usage in Mexico/Canada. **Usage Restriction:** If data usage in Mexico and/or Canada exceeds 50% of total data usage for two consecutive billing periods, roaming feature may be removed from your plan. **Device Restrictions:** Service not available on Connected Devices, Wearables and Tablets on the AT&T 1GB tablet plan. **General Wireless Service: Subject to Wireless Customer Agreement ([att.com/wca](http://att.com/wca)).** Availability, quality of coverage and services while roaming are not guaranteed. Services not for resale. Credit approval, fees, monthly, overage, other charges, usage, other restrictions per line apply. **Pricing and terms subject to change and may be modified or terminated at any time without notice.** You get an off-net (roaming) usage allowance for each service. If you exceed the allowance, your services may be restricted or terminated. Other restrictions apply and may result in service termination. See [att.com/roamna](http://att.com/roamna) for full details.

## Pay-Per-Use Rates

Pay-per-use rates apply without a package, when traveling in countries not included in a package, or when a package expires.

Pay-Per-Use Rates		
	Country/Location	Price
Talk	Canada/Mexico	\$1.00/min
	Europe <sup>11</sup>	\$2.00/min
	Rest of World <sup>11</sup>	\$3.00/min
	Cruise Ships/Airlines	\$2.50/min
Messages Sent <sup>*</sup>	View Countries <sup>11</sup>	50¢/text; \$1.30/picture/video
Cellular Data	View Countries <sup>12</sup>	\$0.002/KB (\$2.05/MB) <sup>13</sup>
	Cruise Ships/Airlines	\$0.01/KB (\$10.24/MB) <sup>13</sup>

<sup>\*</sup>Standard domestic messaging rates apply to text, picture and video messages received.

<sup>11</sup>For a list of countries, visit [att.com/ppucountries](http://att.com/ppucountries).

<sup>12</sup>For a list of countries where data is available, visit [att.com/ppudatacountries](http://att.com/ppudatacountries).

<sup>13</sup>Usage is calculated in full-kilobyte increments and is rounded up to the next full-kilobyte increment.

## International Prepaid Data Packages<sup>†</sup>

Take a laptop, tablet, or netbook, not associated with your AT&T wireless postpaid account, when you travel abroad. These packages are good for 30 days and can be used in over 200 countries. Pay for the data you'll need—packages expire when you have used the data allowance or the 30-day term ends, whichever comes first.

**Apple iPad<sup>®</sup>** : Use your credit card to purchase directly from your iPad. Tap **Settings > Cellular Data > Account** and view **Worldwide Data Plan** options.

**Other Data Devices** : Go to [att.com/buyasession](http://att.com/buyasession) to purchase a **DataConnect Pass Global Plan** using your credit card.

<sup>†</sup>Compatible device required. Domestic DataConnect Pass plan required for International DataConnect Pass purchase. Worldwide Data Plans include domestic and international data. International Prepaid Data Packages are valid for 30 days beginning on the chosen effective date. Allotment of data varies. Package payments are non-refundable and charged on purchase date. Package expires when the data allowance has been used or the 30-day term ends, whichever occurs first.

## Know Before You Go

Follow these tips before you leave the U.S.:

1. Visit [att.com/travelguide](http://att.com/travelguide) to see if service is available where you'll be traveling and if your wireless device is compatible.
2. Verify that your wireless account is set up for International Roaming by calling 866.MOBILITY.
3. For dialing instructions, country lists, pay-per-use and discounted rates and more, visit [att.com/global](http://att.com/global).
4. For information on how to keep charges predictable when using data abroad, visit our travel tips at [att.com/wirelesstraveltips](http://att.com/wirelesstraveltips).

Cut here to carry with you while traveling.

# AT&T International Roaming

## Quick Reference Guide

### ✓ When outside the U.S.

Call International Customer Care 24 hours a day/7 days a week at +1.916.843.4685 (a free call from your wireless phone).

### ✓ Making calls and sending messages

- Calls or text, picture or video messages to the U.S.: Dial "+" (1) (area code) (local number)
- Calls or messages to another country: Dial "+" (country code) (local number)

**Tip:** With most GSM phones, the "+" key will appear on your screen if you press and hold down the "0" key.

### ✓ Checking voicemail

1. Press and hold the voicemail retrieval key on your phone (typically the "1" key).
2. Interrupt your personal greeting by pressing "\*".
3. Enter your voicemail password.

**Note:** In some cases, you may reach the main voicemail system greeting. Just enter your 10-digit wireless number and then follow steps 2 and 3. International roaming charges will apply.

### ✓ Accessing an international network

- Before traveling, an International Roaming feature must be activated on your account.
- If you experience service issues, turn your phone off for one minute, then back on.
- Be sure your phone's frequency band is set to "automatic."
- If you are not receiving email, detach your smartphone battery and then reinsert it.
- If your PC card is not registering, remove the card; reboot computer; reinsert PC card.

# AT&T International Roaming

## What to Know Before You Travel Abroad

- Q.** How do I get International Roaming Services added to my account?
- A.** You may contact a sales representative or call Customer Care at 866.MOBILITY. Say you are interested in activating International Roaming Services on your account.

To activate online go to [att.com/myatt](http://att.com/myatt), log in and select **Wireless**, and then – I want to... **Manage my plan**. Next, click **View international options**. Answer the questions to see the packages that meet your travel needs.

Certain restrictions apply.

- Q.** Is a special phone required to roam internationally?
- A.** A phone that can operate on frequencies available outside the U.S. is required. Most AT&T devices are world-capable and can operate on foreign frequencies of 1800MHz and 900MHz.

If you are traveling to Japan or South Korea, you will need a phone that operates on 3G technology at 2100 MHz. Check your device specifications for frequencies supported or visit [att.com/travelguide](http://att.com/travelguide) to verify your device will operate in the countries to which you are traveling.

- Q.** What is required for AT&T customers to roam internationally at LTE speeds?
- A.** There are two requirements:
1. An LTE network must be commercially available to AT&T customers roaming in the visited country. As new carriers become available, AT&T will provide that information at [att.com/globalcountries](http://att.com/globalcountries).
  2. Your device must be LTE-capable and compatible with the frequency (band) over which LTE is deployed on the foreign network. To see if an LTE device can support access to LTE networks in the countries visited, use the AT&T Travel Guide at [att.com/travelguide](http://att.com/travelguide).

If LTE is not available or your world-capable LTE device does not support the LTE frequency band(s) required, you will automatically attach to the network with the next fastest data speed, typically 4G or 3G.

- Q.** Are there any package or plan options specifically for travel to Mexico?
- A.** Talk, text and use your plan data with an eligible device in Mexico like you do in the U.S. for no roaming charge. Available with AT&T Mobile Share Value® or AT&T Mobile Share Data plans (15GB and higher), or with an AT&T Mobile Share Value Plan for Business or AT&T Mobile Share Data for Business plan (15GB and higher), or with a qualified AT&T Mobile Select plan (\$20/month and higher). Restrictions apply. Details for consumers at [att.com/coveragemex](http://att.com/coveragemex) and for business customers at [att.com/mexicoforbiz](http://att.com/mexicoforbiz).
- Q.** What do I do upon arrival abroad to make or receive calls?
- A.** If you have activated international roaming service and turned on your wireless phone abroad, it will automatically search for a wireless network. Registration usually occurs within 30-40 seconds. When the name or network number of the local operator is displayed, your phone should be ready to use.
- To manually place a call or send a message back to the U.S., simply dial "+" (1) (area code) (number).
  - To manually call or send a text to another country, dial "+", followed by the country code and local number.

With most devices, the "+" sign will appear if you press and hold the "0" key.

- Q.** Can I use my wireless phone while on a cruise?
- A.** Yes. AT&T offers wireless calling, messaging, and data service on more than 250 major cruise ships. Pay-per-use rates apply for usage while on board the ship. Discount packages are now available for customers taking cruises on select cruise ships. For a complete list of cruise ships and details, check [att.com/cruiseships](http://att.com/cruiseships).

- Q.** Does 911 work outside the U.S.?
- A.** The 911 emergency number is unique to the U.S.; however, some foreign carriers do support it. In many European countries, the emergency number for police, fire, or ambulance is 112. Outside Europe, emergency numbers will vary by country. You should learn the emergency number for the country you are visiting before you leave the U.S.
- Q.** How do I charge my phone while abroad?
- A.** Like any other appliance, you will need a plug adapter to charge your phone in the countries you are visiting. Universal plug adapters are available for purchase at many retailers before you leave the U.S.
- Q.** What about talking on the phone or texting while driving?
- A.** In some countries, using a wireless device while driving is strictly prohibited. Contact the local tourist information office for regulations that may apply. Texting while driving just isn't safe. It can wait.
- Q.** What if my device is lost or stolen while abroad?
- A.** While traveling abroad, you should be especially careful to secure your phone to prevent it from being stolen. If your device or SIM card is lost or stolen, please notify AT&T immediately at +1.916.843.4685 (a free call from your AT&T wireless phone).

## How to Make a Call/Send a Text/Retrieve Voicemail While Abroad

- Q.** How do I place a call or send a text, picture or video message back to the U.S. (or to someone with a U.S. number who is traveling with me)?
- A.** Enter "+" then "1" followed by the area code and the number you are contacting. With most devices, the "+" sign will appear if you press and hold the "0" key.

For calls or messages to another country, dial "+" (country code) (local number).

- Q.** Can I use Wi-Fi Calling when I travel internationally?
- A.** Yes, as long as you have enabled a Wi-Fi Calling-compatible smartphone and are connected to a Wi-Fi hotspot. Wi-Fi Calling is not allowed in all countries. Visit [att.com/wificalling](http://att.com/wificalling) for more information.
- Q.** How do I check voicemail messages while roaming abroad?
- A.** You retrieve visual voicemail messages just like you would in the U.S.

If you need to dial into a voice mailbox:

1. Press and hold the voicemail retrieval key on your phone (this is typically the "1" key).
2. Interrupt your personal greeting by pressing the "\*" key and enter your voicemail password.<sup>†</sup>

**Important Note:** In some cases, you may reach the main voicemail system greeting. If so, just enter your 10-digit AT&T wireless phone number, then follow step 2.

<sup>†</sup>You can reset your password by calling Customer Care at 800.331.0500 (in U.S.) or +1.916.843.4685 (outside U.S.) or you may change it by accessing [att.com/myatt](http://att.com/myatt).

To change your password online:

- Log in to [att.com/myatt](http://att.com/myatt).
- Under **I want to**, select **Manage my profile** and **Reset voicemail password**.
- On the next page, click **Submit**.
- A text message will be sent to your phone with the new voicemail password.

# AT&T International Roaming

## Charges While Traveling Abroad

- Q.** How am I charged for calls made and received while traveling abroad?
- A.** You will incur a flat, per-minute, roaming airtime charge for calls placed and received while traveling abroad. Calls are rounded up to the next full minute. International calling is not included as part of your domestic service. Additional charges may apply for emergency or directory assistance calls.
- Q.** How am I charged for sending and receiving text messages outside the U.S.?
- A.** International roaming rates apply for messages SENT while abroad, and your domestic messaging rate applies to messages RECEIVED while outside the U.S. International messaging is not included as part of your domestic messaging service.
- Q.** How am I charged for data usage outside the U.S.?
- A.** International roaming data rates apply for usage outside our domestic coverage area. International data usage is not included as part of your domestic data plan.
- Q.** How am I charged for voicemail calls while roaming internationally?
- A.** Voicemail calls are charged as follows:

### When your device is on:

- Calls you do not answer that are routed to the AT&T voicemail system will be charged as international roaming incoming calls to your device. Calls are rounded up to the next minute.
- In addition, the foreign carrier's routing of that call to the AT&T voicemail system may generate an outgoing call charge from your device's location to the U.S.
- These charges apply even if the caller disconnects from the voicemail system without leaving a message.

### If your device is turned off or in flight or airplane mode and the wireless network is off:

- When someone tries to call you, the call will go directly to your personal voicemail greeting.
- Since the network does not try to deliver the call to you in a foreign country, there are no international roaming charges.

### When receiving Visual Voicemail messages:

- Visual Voicemail messages received when roaming outside of the U.S. will be charged at international roaming data rates, either at the international pay-per-use data rate or against your international data package.

## Using Data and Wi-Fi Abroad

- Q.** Can I send text messages and access data services while traveling abroad?
- A.** Messaging is typically available in all countries in which AT&T has international voice roaming service – more than 225 countries. Discounted data services are available with your AT&T Passport package in over 200 countries.
- Q.** How can I manage my data charges when I use my device outside the U.S.?
- A.** If you are traveling to Mexico and have an AT&T Mobile Share Value or AT&T Mobile Share Data plan (15GB and higher), you can talk, text and use your plan data with an eligible device in Mexico like you do in the U.S. for no roaming charge. Restrictions apply. See [att.com/coveragemex](http://att.com/coveragemex) for complete details.

If you are traveling to another country, here are some easy ways to help you manage international data charges when you travel abroad:

1. Purchase an international package before traveling abroad. Visit [att.com/passport](http://att.com/passport) for rates, restrictions and other details.
2. Track your data usage while traveling with your device's usage tracker, if available.
3. Disable apps running in the background if you don't need them while traveling abroad.
4. For more tips, visit [att.com/wirelesstraveltips](http://att.com/wirelesstraveltips).

### Q. What is the AT&T Passport app?

- A.** The AT&T Passport app is a downloadable application for iPhone®, iPad®, and Android™ devices that enables customers with qualifying international packages to connect to participating international Wi-Fi hotspots in over 18 countries.

**Note:** Participating Wi-Fi hotspots are available in select countries. For more details, visit [att.com/intlwifi](http://att.com/intlwifi) before traveling.

### Q. How do I sign up for the AT&T's International Wi-Fi service?

- A.** To get AT&T international Wi-Fi service, you must have a qualifying international package. We recommend you activate one of our AT&T Passport packages.

On the effective date you selected for your package, you will receive an SMS link to download the AT&T Passport app. Or, you can download the app directly from the App Store™ or Google Play™ store. Data rates apply for download and usage. While abroad, the app can be used to search for nearby participating Wi-Fi hotspots in over 18 countries and easily connect when you are in range. For a list, see [att.com/intlwifi](http://att.com/intlwifi).

When not connected to Wi-Fi, your cellular data allowance or overage rate will apply to data usage in countries covered by your package. For a list, see [att.com/globalcountries](http://att.com/globalcountries).

## Troubleshooting/Contact AT&T

- Q.** What steps should I take if my data services are not registering?
- A.** If you are having difficulty using data services outside the U.S., try these troubleshooting steps:
- Smartphones with removable batteries: remove battery and reinsert.
  - Smartphones without removable batteries: fully power down the device and power back on.
  - You may also try manual scanning (not available in Canada or Mexico): **Settings > Options > Network > Change** network selection to manual > Click scan for new network. From the list of networks that appears, select a network other than the one on which you are currently registered.
  - PC Cards: remove card; reboot computer; reinsert card.
- Q.** How do I contact AT&T International Customer Care while traveling abroad?
- A.** For questions while roaming outside the U.S., contact AT&T by calling +1.916.843.4685, 24 hours a day/7 days a week, a free call from your AT&T wireless phone.



\*Coverage based on offering discounted voice and data roaming; LTE roaming; voice roaming; and world-capable smartphones and tablets in more countries than any other U.S. carrier. International service required. Coverage not available in all areas. Coverage may vary per country and be limited/restricted in some countries.

For more tips on using data while traveling internationally, go to [att.com/wirelesstraveltips](http://att.com/wirelesstraveltips).

**International Roaming:** Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. Rates are subject to change. For countries, rates and additional details, see [att.com/global](http://att.com/global). Compatible Device required. AT&T, in its sole discretion, may block your ability to use your Device while roaming internationally until eligibility criteria are met. International roaming rates, which vary by country, apply for all calls placed or received while outside the U.S., Puerto Rico and U.S. Virgin Islands. Please consult [att.com/global](http://att.com/global) or call 611 or 800.331.0500 for a list of currently available countries and carriers. All countries may not be available for roaming. All carriers within available countries may not be available on certain plans or packages. Availability, quality of coverage and services while roaming are not guaranteed. When roaming internationally, you will be charged international roaming airtime rates including when incoming calls are routed to voicemail, even if no message is left. Substantial charges may be incurred if Device is taken out of the U.S. even if no services are intentionally used. Billing for international roaming usage may be delayed up to three billing cycles due to reporting between carriers. Taxes are additional. If you want to block the ability to make and receive calls or use data functions while roaming internationally, you may request that by calling 1.916.843.4685 (at no charge from your wireless phone). **International Data:** International data rates apply to all international data usage, including accessing cloud-based services to upload/download/stream content. Many Devices, including iPhone, transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the U.S., Puerto Rico and U.S. Virgin Islands. AT&T may send "alerts" via SMS or email, to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them. They are not a guarantee of a particular bill limit. Receipt of Visual Voicemail messages are charged at international data pay-per-use rates unless customer has an international data plan/package, in which case receipt of Visual Voicemail messages decrement Kilobytes included in such plan/package. Usage is calculated in full-kilobyte increments and rounded up to the next full-kilobyte increment. **International Messaging:** Unlimited texting includes SMS and MMS and excludes other messaging services or applications. **Cruise Ship Roaming:** Cruise ship roaming rates apply for calls placed or data used while on the ship. Restrictions, coverage limitations and other charges apply. Visit [att.com/cruiseships](http://att.com/cruiseships) for details. **Export Restrictions:** You are solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when traveling internationally with your Device. **Intellectual Property:** The GSM lettermark is a trademark of the GSM Association. IOS, iPhone and iPad are registered trademarks of Apple, Inc.





**Gale, Stephanie L**

**From:** SIGMAN II, DELMAR J <ds8355@att.com>  
**Sent:** Friday, July 14, 2017 4:17 PM  
**To:** Gale, Stephanie L  
**Cc:** Whittaker, Frank M  
**Subject:** CPHONE13A / State of WV 911 Fee Increase

Stephanie:

Good afternoon.

Can you please process a Change Order to increase the State of WV 911 Fee from \$3.00 to \$3.34.

The 911 FEE is a Hard Pass Through Fee and the increase was not initiated by AT&T.

If you have questions, please let me know.

Thank you for your assistance.

**DJ Sigman**  
**Government Account Manager**  
**AT&T**  
**816 Lee Street**  
**Charleston, WV 25301**  
 - P: 304.932.8194  
 - F: 847.326.3980  
 - [delmar.sigman@att.com](mailto:delmar.sigman@att.com)

- [www.att.com](http://www.att.com)



*7/24/2017  
 INCREASE APPROVED  
 J. Whittaker*

Would you like to receive a discount on your personal wireless bill every month? Employees of State and Local Government, K-12 and Higher Education may qualify for discounts on personal wireless service from AT&T. To sign up for new service and/or receive your discount visit [www.att.com/governmentemployees](http://www.att.com/governmentemployees) and enter your email address for more info.

**Business End-User Care:** 1-800-331-0500 (subscriber level resource for authorized changes, technical troubleshooting and equipment warranty exchange).

**National Business Services/Select Care:** 1-800-999-5445 - Telecommunication Managers and Authorized Order Placer/Key Contacts only (account/service level maintenance, updates, technical troubleshooting, equipment warranty exchange and billing inquiries).

**National Business Ordering:** 1-888-444-4410: If you are an authorized order placer looking for new service activations, migrations, port-in activations and equipment upgrades.

**Premier Support:** 866-499-8008

**International link:** <http://www.wireless.att.com/international>

**Warranty exchange:** 800-801-1101

**AT&T INC.**

**DJ Sigman**  
**Government Account Executive**  
**816 Lee Street, 1st Floor - Office 5**  
**Charleston, WV 25301**  
**Mobile • (304) 932 8194 • Fax • (847) 326 3980**  
**Email • [ds8355@att.com](mailto:ds8355@att.com)**

November 7, 2017

**Via Electronic Mail**

Melanie Lopez  
Office of Technology  
Building 5, 10th Floor  
1900 Kanawha Boulevard East  
Charleston, WV 25305

Re: AT&T CPHONE13A Change Order / Add FirstNet Pricing

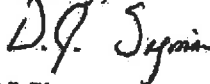
Mrs. Lopez:

Please accept this letter as AT&T's formal request to add FirstNet Pricing to the CPHONE13A Agreement. I have attached the following documents:

- o Amendment to the Participating Addendum
- o Document which defines FirstNet and the FirstNet partnership with AT&T

If the State of West Virginia requires additional information or clarification, we will be more than happy to accommodate your request. Thank you.

Sincerely,



DJ Sigman  
Government Account Executive

**AMENDMENT TO PARTICIPATING ADDENDUM  
UNDER THE  
NASPO VALUEPOINT  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
BID NUMBER RFP: #1907**

**PARTICIPANT: STATE OF WEST VIRGINIA**

This Amendment No. 2 ("Amendment 2") is entered into as of December 21, 2017 (the "Amendment 2 Effective Date") by and between the State of West Virginia ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant 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 Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract, #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

1.2 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated April 15, 2013, as amended (the "PA").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 2.

**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, Participant and Contractor hereby agree to the terms and conditions of this Amendment 2. Unless otherwise defined, capitalized terms in this Amendment 2 have the meanings ascribed to them in the Contract and the PA. At times, the Contract, the PA, and this Amendment 2 are referred to collectively herein as the "Agreement."

**Section 3. Custom FirstNet Mobile Plans.** Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described herein (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. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the standard FirstNet Mobile Plans' corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant'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.

**TABLE 3.1  
CUSTOM FIRSTNET MOBILE UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-Only Devices
<b>Monthly Service Charge*</b>	<b>\$49.99</b>	<b>\$39.99</b>	<b>\$36.99</b>

\*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 Table 3 will be achieved via application of a modifier also reflected on the invoice.

**TABLE 3.2  
CUSTOM FIRSTNET MOBILE POOLED PLANS**

	Pooled Data for Feature Phones Purchased with 2-year Service Commitment	2GB Pooled Data for Smartphones	5GB Pooled Data for Smartphones
Monthly Service Charge*	\$24.99	\$25.99	\$32.99

\*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 Table 3 will be achieved via application of a modifier also reflected on the invoice.

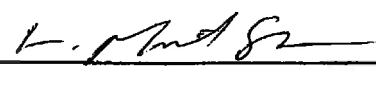
**Section 4. Restatement of Agreement.** The terms and conditions of the PA, as modified by this Amendment 2, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 2 as of the Amendment 2 Effective Date.

**AT&T Mobility National Accounts LLC**

**State of West Virginia**

By: 

By: 

Name: MARK FLISTAL

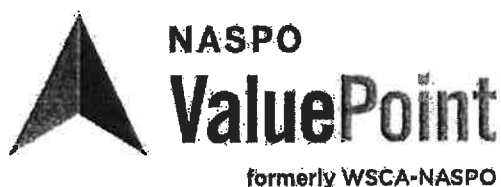
Name: Mr. Michael Sheets

Title: SR. CONTRACT MANAGER

Title: Director

Date: 11/22/2017

Date: 12/21/17



**NASPO ValuePoint Wireless Administration**

DATE: June 23, 2017

ATTN: Ms. Teri Becker  
 NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #1907 (the "Contract") with AT&T Mobility (Contractor")

Dear Ms. Becker:

**Action Requested:**

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: \_\_\_\_\_ Verify Log is attached

**PRODUCTS:**

**AT&T First Net Solution**

Exclusively for State and Local Government for Public Safety Entities and their Agency Paid Users Get talk, text and flexible pooled or unlimited data.

FirstNet Mobile-Pooled & FirstNet Mobile-Unlimited Data Plans for Primary Users include AT&T Dynamic Traffic Management— Public Safety, giving your Agency Paid Users priority access to the domestic AT&T 4G LTE network and prioritized treatment of your mission-critical data.

**All FirstNet Mobile-Pooled & Mobile-Unlimited Plans Include:**

- Unlimited Talk & Text on Smartphones & Feature Phones in the Domestic U.S.
- Unlimited Talk & Text to Canada & Mexico
- No roaming charges in Mexico
- Choice of Pooled or Unlimited Data to fit your agency's budget and needs
- Choice of devices purchased on a 2-year agreement or with no service commitment

**APPROVAL:**

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Date

Page 1 of 8



**NASPO ValuePoint Wireless Administration**

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: Linda J Cottingham  
 NAME: Linda J Cottingham  
 TITLE: Sr. Contract Manager  
 DATE: 09/07/17

NASPO ValuePoint

BY: Teri Becker  
 NAME: Teri Becker  
 TITLE: Contract Admin  
 DATE: 9/7/17



## State and Local Government Primary Users

### Mobile-Pooled & Mobile-Unlimited Plans

Exclusively for State and Local Government for Public Safety Entities and their Agency Paid Users  
Get talk, text and flexible pooled or unlimited data.

FirstNet Mobile-Pooled & FirstNet Mobile-Unlimited Plans for Primary Users include AT&T Dynamic Traffic Management—Public Safety, giving your Agency Paid Users priority access to the domestic AT&T 4G LTE network and prioritized treatment of your mission-critical data\*

#### All FirstNet Mobile-Pooled & Mobile-Unlimited Plans Include:

- Unlimited Talk & Text on Smartphones & Feature Phones<sup>1</sup> in the U.S. and Its Territories<sup>1</sup>
- Unlimited Talk & Text to Canada & Mexico<sup>2</sup>
- No roaming charges in U.S. Territories and Mexico<sup>1,3</sup>
- Choice of Pooled or Unlimited Data to fit your agency's budget and needs
- Choice of devices purchased on a 2-year agreement or with no service commitment

<sup>1</sup>Use in the U.S. Pacific Territories requires disabling of the International Roaming Blocking Feature and adding the U.S. Pacific Territories Feature.  
<sup>2</sup>Pay-per-use rates apply to calls made to all other countries.  
<sup>3</sup>Use in Mexico requires disabling of the International Roaming Blocking Feature.

#### FirstNet Mobile-Pooled Plans

Data added is cumulative to the total data available for the group		0GB	2GB	6GB	50GB	100GB	500GB	1000GB
Pooled Data for Smartphones per month	No service commitment <sup>1</sup>	\$19	\$28.50	\$41	\$227	\$412	\$1,917	\$3,682
	Purchase with 2-year service commitment	Add \$20 for each smartphone on a 2-year agreement						
Pooled Data for Feature phones <sup>2</sup> per month	No service commitment <sup>1</sup>	\$19						
	Purchase with 2-year service commitment	Add \$12 for each feature phone on a 2-year agreement						
Pooled Data for Data-only devices <sup>3</sup> per month	No service commitment <sup>1</sup>	\$12	\$21.50	\$34	\$220	\$405	\$1,910	\$3,675
	Purchase with 2-year service commitment	Add \$10 for each eligible data-only device on a 2-year agreement						

<sup>1</sup>Data Overage: Pay-per-use rate of \$0.00009636/KB applies.  
<sup>2</sup>Purchase at full price; purchased with qualified installment agreement, bring your own, or on month-to-month term. <sup>3</sup>For basic and quick messaging phones only. <sup>4</sup>Eligible data-only devices: Tablets, Connected Devices, laptops, LaptopConnect, eReaders, netbooks, mobile hotspot devices, and select other data-only devices. Connected Devices: Cameras and select other data-only connected devices.

#### FirstNet Mobile-Unlimited Plans

Unlimited Enhanced for Smartphones	Unlimited Talk, Text, Data, Mobile Hotspot & Tethering	\$60/mo
Unlimited Standard for Smartphones	Unlimited Talk, Text & Data	\$50/mo
Unlimited for Data-only devices <sup>1</sup>	Unlimited Data, Mobile Hotspot & Tethering	\$40/mo

**FirstNet Mobile -- Unlimited Plans include 2-year pricing on devices**

<sup>1</sup>Eligible data-only devices: Tablets, laptops, LaptopConnect/eReaders, netbooks, mobile hotspot devices, and select other data-only devices.  
 FirstNet Mobile-Unlimited plans do not pool with FirstNet Mobile-Pooled plans.

<sup>4</sup>Requires a qualified FirstNet Mobile data plan and a 4G LTE-compatible device provisioned with an Approved Business Application. Limited to Approved Business Application data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network. Priority access is not preemption. Usage on any FirstNet Mobile—Unlimited Plan may not exceed 10 GB a month for three consecutive months; AT&T reserves the right to require Customer to move to a FirstNet Mobile—Pooled Plan if usage exceeds this limitation.



 AT&T Coverage Area  
 No Service Area

Map depicts an approximation of outdoor coverage. Actual coverage may differ. Coverage subject to change at any time without notice. Coverage and service not available everywhere. For most current coverage info, check [wireless.att.com/coverageviewer](http://wireless.att.com/coverageviewer)

**FIRSTNET MOBILE - POOLED PLANS AND FIRSTNET MOBILE - UNLIMITED PLANS FOR STATE AND LOCAL GOVERNMENT:** Eligibility: The above FirstNet Mobile Plans are available only to state and local government Public Safety Entities that are Primary Users having a qualified Government Agreement. International Roaming Blocking Feature: All FirstNet Mobile plans are provisioned with the International Roaming Blocking Feature. Customer must remove the feature to use the FirstNet Mobile Plans' data, talk and text capabilities in Mexico. There is no charge to remove this feature. U.S. Pacific Territories Feature: The U.S. Pacific Territories Feature enables Customer to use the FirstNet Mobile Plans' data, talk and text capabilities in American Samoa, Guam and the Northern Mariana Islands (the "Pacific Territories"); the feature requires Customer to disable the International Roaming Blocking Feature as well. There is no charge for the U.S. Pacific Territories Feature. The plans are intended for use solely by Agency Paid Users. Definitions: Public Safety Entities are entities authorized by the First Responder Network Authority to obtain services under the FirstNet program. Primary Users are those Public Safety Entities that act as first responders, i.e. those entities whose primary mission and job function is to provide services to the public in the area of law enforcement, fire protection, or emergency medical services. Agency Paid Users are individual employees and contractors of a Public Safety Entity who are granted access to a FirstNet Mobile plan for which the Public Safety Entity is financially responsible. A Government Agreement is a qualified AT&T wireless service agreement between AT&T and a state and local government Public Safety Entity eligible to participate in the FirstNet program. Plans are subject to the terms of the Government Agreement and, when incorporated into the Government Agreement, the AT&T FirstNet Solution Service Guide. Pricing: Prices are for service only. Devices Sold Separately: Installation and other device purchase costs are extra. A limit on the number of financed devices per wireless account may apply. FirstNet Mobile Plan Discounts: The monthly service charges of FirstNet Mobile-Pooled Plans for smartphones with no annual service commitment are discounted by \$12 per month as compared to the standard monthly service charges of plans for smartphones with a 2-year service commitment. FirstNet Mobile-Pooled Plans for feature phones and data devices are similarly discounted by \$12 per month and \$10 per month, respectively. The FirstNet Mobile-Pooled Plan discount will appear on Customer's bill. FirstNet Mobile-Unlimited plans are not discounted. NO OTHER DISCOUNTS IN THE GOVERNMENT AGREEMENT APPLY. Loss of Monthly Service Charge Discount with 2-year Device Upgrade: To the extent 2-year service commitments are available under the Government Agreement, if you upgrade to a device with a 2-year service commitment, you will lose the plan discount for the affected line.

**DATA:** For use in the United States, Puerto Rico and U.S. Virgin Islands (the "Domestic Coverage Area" or "DCA") only. Plans include data usage in the Pacific Territories and Mexico (see above for feature provisioning requirements). Additional or promotional data may not be available for use outside the DCA. See [att.com/broadbandinfo](http://att.com/broadbandinfo) for details on AT&T network management policies.

**FirstNet Mobile - Unlimited Plans:** Unlimited plans do not pool. Customer's usage of AT&T Dynamic Traffic Management—Public Safety on any FirstNet Mobile-Unlimited Plan may not exceed 10 GB a month for 11 consecutive months; AT&T reserves the right to require Customer to move an Agency Paid User's FirstNet Mobile-Pooled Plan if usage exceeds this limitation, and may reassign the user proactively unless prohibited under the Government Agreement or regulation.

**FirstNet Mobile - Pooled Plans:** Within a single Billing Account Number (BAN), Agencies activated on separate FirstNet Mobile-Pooled Plans are combined to create a "Data Pool." Every billing cycle, each Agency Paid User first uses his or her plan's included data allotment ("Data Allowance"), if any. If an Agency Paid User does not use all of the plan's Data Allowance, it creates an underage in the amount of the unused Data Allowance (Under Usage). If an Agency Paid User uses more than the plan's Data Allowance (e.g., an Agency Paid User with a 1GB plan), the Agency Paid User incurs Data Overage charges in the amount of the excess data usage (Over Usage). At the end of the billing cycle, AT&T calculates the total Under Usage amounts for Agency Paid User lines in the Data Pool and the total Over Usage amounts for Agency Paid User lines in the Data Pool and then compares the two totals. If the total Under Usage amount exceeds the total Over Usage amount, the excess Under Usage is allocated among each Agency Paid User in the Data Pool with Over Usage, resulting in per line credits on Customer's invoice equal to total Under Usage amount exceeds the total Over Usage amount. Any remaining excess Under Usage will be forfeited. If the total Under Usage is more than zero and if the total Over Usage amount exceeds the total Under Usage amount, each such Agency Paid User line's Data Overage charges. Any remaining excess Under Usage will be forfeited. If the total Under Usage is more than zero and if the total Over Usage amount exceeds the total Under Usage amount, then the Under Usage is divided by the Over Usage to create an allocation factor that is applied equally to each Agency Paid User's Data Overage charges to determine each such Agency Paid User's share of the total Under Usage amount, resulting in per line credits on Customer's invoice to partially offset each such Agency Paid User's Data Overage charges. For example, if a Data Pool has 100 KB of Under Usage and 1000 KB of Over Usage (which means an allocation factor of 10%), then Customer's invoice will show, with respect to each Agency Paid User line with Over Usage, both (a) the Agency Paid User's Data Overage charges for the Over Usage at the specified Data Overage rate, and (b) a bill credit equal to 10% of the Agency Paid User's Data Overage charges. Changing or migrating Agency Paid User lines to FirstNet Mobile-Pooled Plans during a bill cycle may result in one-time prorations or other credits, and (c) a bill credit equal to 10% of the Agency Paid User's Data Overage charges. Changing or migrating Agency Paid User lines to FirstNet Mobile-Pooled Plans during a bill cycle may result in one-time prorations or other credits, and (c) a bill credit equal to 10% of the Agency Paid User's Data Overage charges. Customer may have more than one BAN specific Data Pool; however, Agency Paid User Lines in one Data Pool cannot take advantage of another Data Pool's Under Usage, and each Agency Paid User line can only be part of one Data Pool at a time. AT&T reserves the right to bill the number of Agency Paid User lines in a Data Pool due to business needs and system limitations. Data Overage: If Customer exceeds the total amount of data in the Data Pool during a billing period, a pay-per-use rate of \$0.000099536 per kilobyte ("KB") will apply. 1,024 KB = 1 megabyte ("MB"); 1,048,576 KB = 1 gigabyte ("GB").

**UNLIMITED TALK:** For phones only. Includes unlimited calls within the DCA and the Pacific Territories (some plans also include calls within Mexico). For use in the Pacific Territories and Mexico, see feature provisioning requirements above. Unlimited Talk to Canada and Mexico: For phones only. Includes unlimited International Long Distance (ILD) calling from the DCA to Mexico and Canada only. Customer may be charged for calls to special or premium service numbers. Calls to Other Countries: Plans for phones also include ILD calling from the DCA (plans for smartphones and feature phones also include calling from Mexico) to countries other than Canada & Mexico. Per minute pay-per-use rates apply unless an ILD service package is added to the line placing such calls. Rates subject to change without notice. For rates, see [att.com/worldconnect](http://att.com/worldconnect).

**UNLIMITED TEXT:** Standard Messaging - For phones only. Includes unlimited number of messages up to 1MB in size within and from the DCA and the Pacific Territories (plans for smartphones and feature phones also include messaging within and from Mexico) to more than 190 countries for text messages and 120 countries for picture and video messages. For use in the Pacific Territories and Mexico, see feature provisioning requirements above. Advanced Messaging - For AT&T may add, change, and remove included features at its discretion without notice. Messages sent through applications may incur data or other charges. Visit [att.com/text2world](http://att.com/text2world) for details. Advanced Messaging - For customers with Advanced Messaging capable devices only. Both sender and recipient(s) must be AT&T postpaid wireless customers with HD Voice accounts, and both must have their advanced messaging capable device turned on and be within AT&T's owned and operated DCA (third party coverage and use in Mexico are excluded). Includes unlimited number of messages up to 10MB in size. Additional restrictions apply and can be found at [att.com/adv](http://att.com/adv) and be within AT&T's owned and operated DCA (third party coverage and use in Mexico are excluded). Includes unlimited number of messages up to 10MB in size. Additional restrictions apply and can be found at [att.com/adv](http://att.com/adv) and be within AT&T's owned and operated network (off-net). Arrangements with the service carriers may change from time to time, and coverage is subject to change without notice. (wireless/wireline) billing.

**AT&T DYNAMIC TRAFFIC MANAGEMENT—PUBLIC SAFETY:** Agency Paid User Lines must have a qualified FirstNet Mobile data plan and a 4G LTE-compatible device provisioned with an Approved Business Application. Pricing: \$0.015 billed surcharge per Agency Paid User is credited back each month for a net price of \$0. Surcharge not prorated. Usage Limitation: As set forth above. Approved Business Applications: Approved Business Applications are limited to applications directly related to the primary missions of Public Safety Entities and include such applications as mobile video transmission applications and applications that transmit data to and from the Internet. Limitations: Feature is available only in the DCA (including the Pacific Territories) and only for Customer's Approved Business Application data traffic originated on and traveling over the AT&T-owned domestic 4G LTE network. Feature does not prioritize Customer's Approved Business Application data traffic from all other data traffic. Feature provides priority access to available AT&T 4G LTE network resources, but does not include preemption. Feature may not be used for internet traffic other than Customer's Approved Business Application data traffic. Termination or Suspension: AT&T reserves the right to terminate, suspend or restrict the feature if use is inconsistent with applicable terms and conditions of the Government Agreement or Service Guide (if applicable).

**GENERAL WIRELESS SERVICE TERMS:** Subject to Government Agreement. Service is not for resale. Other restrictions apply and may result in service termination, if Customer purchased a device that requires a term commitment. Early Termination/Cancellation Fee applies if Customer cancels Agency Paid User service after the first 90 days and before the Agency Paid User line service term ends. See [att.com/equipmentETF](http://att.com/equipmentETF) for details on what fee may apply to device and how the fee is prorated over time. Activation/upgrade fee per line (up to \$45) and device may apply. Credit approval may be required. AT&T reserves the right to suspend or terminate service to Customer's account, place any non-complying device on an appropriate plan, and/or add any other required element of a plan. Other Monthly Charges: Apply per line and may include taxes, federal/state universal service charges, a Regulatory Cost Recovery Charge (up to \$1.25), a device receipt surcharge, an Administrative Fee, and other government-required charges. Pricing, fees, promotions, options, restrictions and terms subject to change and may be modified, discontinued or terminated at any time without Paid User's assigned number, which are not government-required charges. Pricing, fees, promotions, options, restrictions and terms subject to change and may be modified, discontinued or terminated at any time without notice. Coverage: Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info, check [wireless.att.com/coverageviewer](http://wireless.att.com/coverageviewer). Coverage may include areas served by unaffiliated carriers and not on AT&T's owned and operated network (off-net). Arrangements with the service carriers may change from time to time, and coverage is subject to change without notice.





## State and Local Government Extended Primary Users

### Mobile-Pooled & Mobile-Unlimited Plans

Exclusively for State and Local Government for Public Safety Entities and their Agency Paid Users  
Get talk, text and flexible pooled or unlimited data.

FirstNet Mobile-Pooled & FirstNet Mobile-Unlimited Plans for Extended Primary Users include the option to add AT&T Dynamic Traffic Management—Public Safety, giving your Agency Paid Users priority access to the domestic AT&T 4G LTE network and prioritized treatment of your mission-critical data\*

#### All FirstNet Mobile-Pooled & Mobile-Unlimited Plans Include:

- Unlimited Talk & Text on Smartphones & Feature Phones in the U.S. and its Territories<sup>1</sup>
- Unlimited Talk & Text to Canada & Mexico<sup>2</sup>
- No roaming charges in U.S. Territories and Mexico<sup>1,3</sup>
- Choice of Pooled or Unlimited Data to fit your agency's budget and needs
- Choice of devices purchased on a 2-year agreement or with no service commitment

<sup>1</sup>Use in the U.S. Pacific Territories requires disabling of the International Roaming Blocking Feature and adding the U.S. Pacific Territories Feature.  
<sup>2</sup>Pay-per-use rates apply to calls made to all other countries.  
<sup>3</sup>Use in Mexico requires disabling of the International Roaming Blocking Feature.

#### FirstNet Mobile-Pooled Plans

Data added is cumulative to the total data available for the group		0GB	2GB	5GB	50GB	100GB	500GB	1000GB
Pooled Data for Smartphones per month	No service commitment <sup>1</sup>	\$19	\$28.50	\$41	\$227	\$412	\$1,917	\$3,682
	Purchase with 2-year service commitment	Add \$20 for each smartphone on a 2-year agreement						
Pooled Data for Feature phones <sup>1</sup> per month	No service commitment <sup>1</sup>	\$19						
	Purchase with 2-year service commitment	Add \$12 for each feature phone on a 2-year agreement						
Pooled Data for Data-only devices <sup>2</sup> per month	No service commitment <sup>1</sup>	\$12	\$21.50	\$34	\$220	\$405	\$1,910	\$3,675
	Purchase with 2-year service commitment	Add \$10 for each eligible data-only device on a 2-year agreement						

<sup>1</sup>Data Overage: Pay-per-use rate of \$0.00009556/KB applies.  
<sup>2</sup>Purchase at full price, purchase with qualified installment agreement, bring your own, or on month-to-month term. <sup>3</sup>For basic and quick-messaging phones only. <sup>4</sup>Eligible data-only devices: Tablets, Connected Devices, laptops, LaptopConnect/slicards, netbooks, mobile hotspot devices, and select other data-only devices. Connected Devices: Cameras and select other data-only connected devices.

#### FirstNet Mobile-Unlimited Plans

Unlimited Enhanced for Smartphones	Unlimited Talk, Text, Data, Mobile Hotspot & Tethering	\$60/mo
Unlimited Standard for Smartphones	Unlimited Talk, Text & Data	\$50/mo
Unlimited for Data-only devices <sup>1</sup>	Unlimited Data, Mobile Hotspot & Tethering	\$40/mo

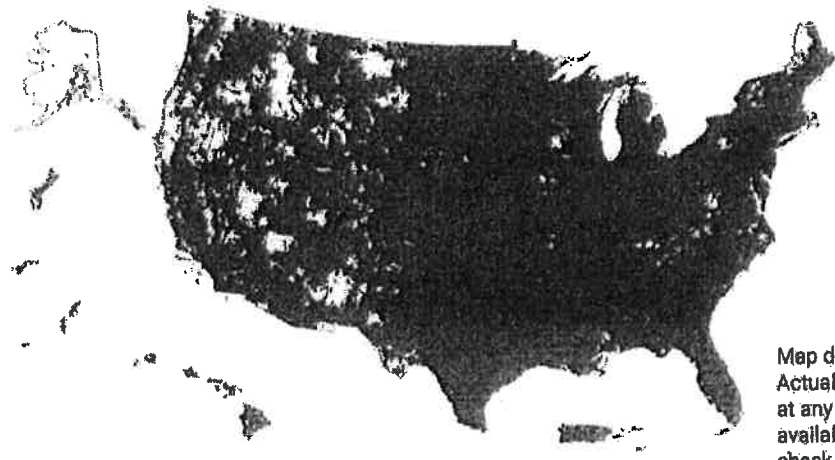
FirstNet Mobile – Unlimited Plans include 2-year pricing on devices

<sup>1</sup>Eligible data-only devices: Tablets, laptops, LaptopConnect/slicards, netbooks, mobile hotspot devices, and select other data-only devices.  
 FirstNet Mobile-Unlimited plans do not pool with FirstNet Mobile-Pooled plans.

#### AT&T Dynamic Traffic Management – Public Safety

AT&T Dynamic Traffic Management—Public Safety, per Agency Paid User, per Month	\$7.50/mo (after \$7.50 credit)
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\* Requires a qualified FirstNet Mobile data plan and a 4G LTE-compatible device provisioned with an Approved Business Application. Limited to Approved Business Application data traffic originated on and traveling over the AT&T-owned domestic 4G LTE network. Priority access is not preemption. Usage on any FirstNet Mobile—Unlimited Plan may not exceed 10 GB a month for three consecutive months; AT&T reserves the right to require Customer to move to a FirstNet Mobile—Pooled Plan if usage exceeds this limitation. Price is after \$7.50 credit.



 AT&T Coverage Area

 No Service Area

Map depicts an approximation of outdoor coverage. Actual coverage may differ. Coverage subject to change at any time without notice. Coverage and service not available everywhere. For most current coverage info, check [wireless.att.com/coverageviewer](http://wireless.att.com/coverageviewer)

**FIRSTNET MOBILE - POOLED PLANS AND FIRSTNET MOBILE - UNLIMITED PLANS FOR STATE AND LOCAL GOVERNMENT:** Eligibility: The above FirstNet Mobile Plans are available only to state and local government Public Safety Entities that are Extended Primary Users having a qualified Government Agreement. International Roaming Blocking Feature: All FirstNet Mobile plans are provisioned with the International Roaming Blocking Feature; Customer must remove the feature to use the FirstNet Mobile Plans' data, talk and text capabilities in Mexico. There is no charge to remove this feature. U.S. Pacific Territories Feature: The U.S. Pacific Territories Feature enables Customer to use the FirstNet Mobile Plans' data, talk and text capabilities in American Samoa, Guam and the Northern Mariana Islands (the "Pacific Territories"); the feature requires Customer to disable the International Roaming Blocking Feature as well. There is no charge for the U.S. Pacific Territories Feature. The plans are intended for use solely by Agency Paid Users. Definitions: Public Safety Entities are entities authorized by the First Responder Network Authority to obtain services under the FirstNet program. Extended Primary Users are those governmental Public Safety Entities that are called upon to support first responder Public Safety Entities (i.e., those entities involved in the areas of law enforcement, fire protection and emergency medical services) with the mitigation, remediation, prevention, clean up, restoration, or provision of other services that are required during the time of an emergency or its aftermath. Agency Paid Users are individual employees and contractors of a Public Safety Entity who are granted access to a FirstNet Mobile plan for which the Public Safety Entity is financially responsible. A Government Agreement is a qualified AT&T wireless service agreement between AT&T and a state and local government Public Safety Entity eligible to participate in the FirstNet program. Plans are subject to the terms of the Government Agreement and, when incorporated into the Government Agreement, the AT&T FirstNet Solution Service Guide. Pricing: Prices are for service only. Devices: Sold separately. Installation plan charges and other device purchase costs are extra. A limit on the number of financed devices per wireless account may apply. FirstNet Mobile Plan Discounts: The monthly service charges of FirstNet Mobile - Pooled Plans for feature phones and data device commitments are discounted by \$20 per month as compared to the standard monthly service charges of plans for smartphones with a 2-year service commitment. FirstNet Mobile - Unlimited plans are not discounted. NO OTHER DISCOUNTS are similarly discounted by \$12 per month and \$10 per month, respectively. The FirstNet Mobile - Pooled Plan discount will appear on Customer's bill. FirstNet Mobile - Unlimited plans are not discounted. NO OTHER DISCOUNTS IN THE GOVERNMENT AGREEMENT APPLY. Loss of Monthly Service Charge Discount with 3-year Device Upgrade: To the extent 2-year service commitments are available under the Government Agreement, if you upgrade to a device with a 2-year service commitment, you will lose the plan discount for the affected line.

**DATA:** For use in the United States, Puerto Rico and U.S. Virgin Islands (the "Domestic Coverage Area" or "DCA") only. Plans include data usage in the Pacific Territories and Mexico (see above for feature provisioning requirements). Additional or promotional data may not be available for use outside the DCA. See [att.com/broadbandinfo](http://att.com/broadbandinfo) for details on AT&T network management policies.

**FirstNet Mobile - Unlimited Plans:** Unlimited plans do not pool. Customer's usage of AT&T Dynamic Traffic Management - Public Safety on any FirstNet Mobile - Unlimited Plan may not exceed 10 GB a month for three consecutive months; AT&T reserves the right to require Customer to move an Agency Paid User to a FirstNet Mobile - Pooled Plan if usage exceeds this limitation, and may reassign the user proactively unless prohibited under the Government Agreement or regulation.

**FirstNet Mobile - Pooled Plans:** Within a single Billing Account Number (BAN), Agencies activated on separate FirstNet Mobile - Pooled Plans are combined to create a "Data Pool." Every billing cycle, each Agency Paid User first uses his or her plan's included data allotment ("Data Allowance"), if any. If an Agency Paid User does not use all of the plan's Data Allowance, it creates an underage in the amount of the unused Data Allowance (Under Usage). If an Agency Paid User uses more than the plan's Data Allowance (e.g., any Agency Paid User with a 0GB plan), the Agency Paid User incurs Data Overage charges in the amount of the excess data usage (Over Usage). At the end of the billing cycle, AT&T calculates the total Under Usage amount for Agency Paid User lines in the Data Pool and the total Over Usage amount for Agency Paid User lines in the Data Pool and then compares the two totals. If the total Under Usage amount exceeds the total Over Usage amount, the excess Under Usage is allocated among each Agency Paid User in the Data Pool with Over Usage, resulting in per line credits on Customer's invoice equal to each such Agency Paid User line's Data Overage charges. Any remaining excess Under Usage will be forfeited. If the total Under Usage is more than zero and if the total Over Usage amount exceeds the total Under Usage amount, then the Under Usage is divided by the Over Usage to create an allocation factor that is applied equally to each Agency Paid User's Data Overage charges. For example, if a Data Pool has 100 KB of Under Usage and 1000 KB of Over Usage (which means amount, resulting in per line credits on Customer's invoice to partially offset each such Agency Paid User's Data Overage charges. For example, if a Data Pool has 100 KB of Under Usage and 1000 KB of Over Usage (which means an allocation factor of 10%), then Customer's invoice will show, with respect to each Agency Paid User line with Over Usage, both (a) the Agency Paid User's Data Overage charges for the Over Usage at the specified Data Overage rate, and (b) a bill credit equal to 10% of the Agency Paid User's Data Overage charges. Changing or migrating Agency Paid User lines to FirstNet Mobile - Pooled Plans during a bill cycle may result in one-time prorations or other minor impacts to the credit calculation. If Customer's organization's Foundation Account Number has multiple BANs, Customer may have more than one BAN specific Data Pool; however, Agency Paid User Lines in one Data Pool cannot take advantage of another Data Pool's Under Usage, and each Agency Paid User line can only be part of one Data Pool at a time. AT&T reserves the right to limit the number of Agency Paid User Lines in a Data Pool due to business needs and system limitations. Data Overage: If Customer exceeds the total amount of data in the Data Pool during a billing period, a pay-per-use rate of \$0.00009536 per kilobyte ("KB") will apply. 1,024 KB = 1 megabyte ("MB"); 1,048,576 KB = 1 gigabyte ("GB").

**UNLIMITED TALK:** For phones only. Includes unlimited calls within the DCA and the Pacific Territories (some plans also include calls within Mexico). For use in the Pacific Territories and Mexico, see feature provisioning requirements above. Unlimited Talk to Canada and Mexico: For phones only. Includes unlimited International Long Distance (ILD) calling from the DCA to Mexico and Canada only. Customer may be charged for calls to special or premium service numbers. Calls to Other Countries: Plans for phones also include ILD calling from the DCA (plans for smartphones and feature phones also include calling from Mexico) to countries other than Canada & Mexico. Per-minute pay-per-use rates apply unless an ILD service package is added to the line placing such calls. Rates subject to change without notice. For rates, see [att.com/worldconnect](http://att.com/worldconnect).

**UNLIMITED TEXT:** Standard Messaging - For phones only. Includes unlimited number of messages up to 1MB in size within and from the DCA and the Pacific Territories (plans for smartphones and feature phones also include messaging within and from Mexico) to more than 190 countries for text messages and 120 countries for picture and video messages. For use in the Pacific Territories and Mexico, see feature provisioning requirements above. AT&T may add, change, and remove included countries at its discretion without notice. Messages sent through applications may incur data or other charges. Visit [att.com/text2world](http://att.com/text2world) for details. Advanced Messaging - For customers with Advanced Messaging capable devices only. Both sender and recipient(s) must be AT&T postpaid wireless customers with HD Voice accounts, and both must have their advanced messaging capable devices turned on and be within AT&T's owned and operated DCA (third party coverage and use in Mexico are excluded). Includes unlimited number of messages up to 10MB in size. Additional restrictions apply and can be found at [att.com/advancedmessaging](http://att.com/advancedmessaging). Mexico Service Restrictions: Plan usage not available in Mexico on Connected Devices. Pay-per-use roaming rates will apply on these devices. Invoicing Limitation: FirstNet plans are not eligible for combined (wireless/wireline) billing.

**AT&T DYNAMIC TRAFFIC MANAGEMENT - PUBLIC SAFETY:** Agency Paid User Lines must have a qualified FirstNet Mobile data plan and a 4G LTE-compatible device provisioned with an Approved Business Application. Pricing: \$7.50 per Agency Paid User per month (\$15 billed surcharge per Agency Paid User is credited back \$2.50 each month for a net price of \$7.50). Surcharge not prorated. Usage Limitation: As set forth above. Approved Business Applications: Approved Business Applications are limited to applications directly related to the primary missions of Public Safety Entities and exclude such applications as mobile video transmission applications and applications that transmit data to and from the Internet. Limitations: Feature is available only in the DCA (excluding the Pacific Territories) and only for Customer's Approved Business Application data traffic originating on and traveling over the AT&T-owned domestic 4G LTE network. Feature does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic. Feature provides priority access to available AT&T 4G LTE network resources, but does not include preemption. Feature may not be used for Internet traffic other than Customer's Approved Business Application data traffic. Termination or Suspension: AT&T reserves the right to terminate, suspend or restrict the feature if use is inconsistent with applicable terms and conditions, the Government Agreement, or Service Guide (if applicable).

**GENERAL WIRELESS SERVICE TERMS:** Subject to Government Agreement. Service is not for resale. Other restrictions apply and may result in service termination. If Customer purchases a device that requires a term commitment, an Early Termination/Cancellation Fee applies if Customer cancels Agency Paid User service after the first 30 days and before the Agency Paid User Line service term ends. See [att.com/equipmentETF](http://att.com/equipmentETF) for details on what fees may apply to device and how the fee is prorated over time. Activation/upgrade fee per line (up to \$45) and deposit may apply. Credit approval may be required. AT&T reserves the right to suspend or terminate service to Customer's account to place any non-complying device on an appropriate plan, and/or add any other required element of a plan. Other Monthly Charges: Apply per line and may include taxes, federal/state/universal service charges, a Regulatory Cost Recovery Charge (up to \$1.25), a gross receipts surcharge, an Administrative Fee, and other governmental assessments (including without limitation a Property Tax Adjustment surcharge of \$0.20 - \$0.45 applied per Agency Paid User's assigned number), which are not government-required charges. Pricing, fees, promotions, options, restrictions and terms subject to change and may be modified, discontinued or terminated at any time without notice. Coverage: Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info, check [wireless.att.com/coverageviewer](http://wireless.att.com/coverageviewer). Coverage may include areas served by unaffiliated carriers and not on AT&T's owned and operated network (off-net). Arrangements with these carriers may change from time to time, and coverage is subject to change without notice.



August 1, 2017

The Honorable Jim Justice  
Office of the Governor  
1900 Kanawha Blvd. E  
Charleston, WV 25305

Dear Governor Justice,

On behalf of FirstNet, thank you for your decision to proceed with the deployment of the First Responder Network within the State of West Virginia as proposed in the FirstNet State Plan. We appreciate the time you and your team have dedicated to meeting with FirstNet over the years to understand the project and its benefits for public safety in the Mountain State. We are thankful to have your leadership and support.

FirstNet looks forward to working closely with public safety throughout West Virginia in delivering this reliable, highly secure, interoperable, and innovative communications network that will enable them to better serve their communities and keep West Virginians safe.

West Virginia faces unique public safety challenges, from extending coverage to the many coal mines across Appalachia, to expanding coverage in the sparsely populated rural areas across the state. We do not know when or where the next emergency will hit. And that is why FirstNet's work cannot start soon enough. We look forward to making FirstNet a success in West Virginia.

Sincerely,

A handwritten signature in black ink, appearing to read "M. S. Poth".

Michael Poth  
Chief Executive Officer

cc:

TJ Kennedy, President, FirstNet  
Nick Casey, Chief of Staff, Office of the Governor  
Jimmy Gianato, SPOC and Director, WV Division of Homeland Security and Emergency Management  
G.E. McCabe, SWIC, WV Division of Homeland Security and Emergency Management



*Jim Justice*  
*Governor of West Virginia*

July 25, 2017

Mike Poth, Chief Executive Officer  
First Responder Network Authority  
12201 Sunrise Valley Drive, M/S 243  
Reston, VA 20192

Re: Deployment of the Nationwide Public Safety Broadband Network as Proposed by the First Responder Network Authority (FirstNet)

Dear Mr. Poth:

This letter serves as notice that the State of West Virginia has decided to participate in the deployment of the nationwide, interoperable broadband network as proposed in the FirstNet State Plan, pursuant to 47 U.S.C. § 1442(e)(2)(A). The State of West Virginia has participated in FirstNet consultation and outreach activities throughout the planning of the network and reviewed the details of the FirstNet State Plan. I have determined that, notwithstanding any additional information to be provided under 47 U.S.C. § 1442(e)(1) of the Act, it is in the best interest of West Virginia and the Country to participate in the FirstNet deployment of the Nationwide Public Safety Broadband Network.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Justice".

Jim Justice  
Governor  
State of West Virginia



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF TECHNOLOGY  
State Capitol  
Charleston, West Virginia 25305

Jim Justice  
Governor

John A. Myers  
Cabinet Secretary

John D. Dunlap  
Chief Technology Officer

**TO:** Stephanie Gale  
Senior Buyer, Purchasing Division

**FROM:** Melanie Lopez *Melanie Lopez*  
Procurements Manager, West Virginia Office of Technology

**CC:** Justin McAllister  
CFO, West Virginia Office of Technology

**SUBJECT:** CPHONE13A Statewide Contract Change Order #8, Request to Add Amendment 2 – OT18077

**DATE:** November 28, 2017

The WVOT formally requests Change Order #8 to the statewide CPHONE13A contract to include Amendment 2 to AT&T's Participating Addendum. The Amendment provides optional Custom FirstNet Mobile Plans intended to strengthen public safety users' communications capabilities, enabling them to respond more quickly and effectively to accidents, disasters and emergencies by providing them priority status on the AT&T network.

Per the vendor request memo and additional documentation, the US Congress-established authority, First Responder Network Authority ("FirstNet"), and the Department of the Interior, awarded a 25-year contract to AT&T after a fair and competitive procurement process following the Federal Acquisition Regulation (FAR).

In addition, the State of WV provided 'notice' that it has decided to participate in the deployment of the nationwide, interoperable broadband network as proposed in the FirstNet State Plan (see Governor Justice letter and FirstNet response).

Including the FirstNet Mobile plans in the statewide CPHONE13A contract will provide for the utilization of these plans for public safety officials at a reduced monthly cost.

Please let us know if additional information is needed to support this Change Order request.

**Attachments**