



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: 2019-12-03

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: Change Order No.: 03: CPHONE13AA - AT&T Mobility	Reason for Modification:
Document Description: WIRELESS COMMUNICATION SERVICES, ACCESSORIES & EQUIPMENT	Change Order 3 is issued to extend the contract through 12/31/2020.
Procurement Type: Statewide MA (Open End)	
Buyer Name: Mark A Atkins	
Telephone: (304) 558-2307	
Email: mark.a.atkins@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2013-04-15
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2020-12-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000230606 AT&T MOBILITY 816 Lee St E Charleston WV 25301-1720 US Vendor Contact Phone: (304) 932-8194 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Andrew Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov

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

AGENCY COPY

Total Order Amount	Open End
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<i>MA 12/03/2019</i> PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>Tara Hyle</i> DATE: <i>DEC 04 2019</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>12-10-19</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>DEC 10 2019</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Change Order No.03 - CPHONE13AA Statewide Contract

Change Order No. 03 to the CPHONE13AA Statewide Contract with AT&T Mobility is being issued to extend the contract through 12/31/2020, aligning with the NASPO agreement, as well as to update the pricing for FirstNet and International Plans per the attached documents.

All provisions of the Original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

No other changes.

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

Commodity Line Description: WIRELESS EQUIPMENT

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	83111603				\$0.000000
	Service From	Service To			
	2016-11-01	2020-12-31			

Commodity Line Description: WIRELESS SERVICES

Extended Description:

AT&T INC.

Elizabeth Spradlin
Government Account Executive
816 Lee Street, 1st Floor - Office 5 Charleston,
WV 25301
Mobile • (304) 690 0140 • Fax • (847) 326 3980
Email • ef8030@att.com

November 14, 2019

Via Electronic Mail

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

Re: AT&T CPHONE13AA Change Order / Add NASPO Extension / Update
Telemetry and International Plans

Mr, Lore:

Please accept this letter as AT&T's formal request to extend the CPHONE13AA Agreement from 12/31/2019-12/31/2020 and add updated Telemetry and International Plan Pricing. I have attached the following documents:

- NASPO 3 Extension
- Updated Telemetry Data Plans
- Updated International Roaming Plans

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

Sincerely,

Elizabeth Spradlin

Elizabeth Spradlin
Government Account Executive

International Roaming Packages

International roaming by qualified Public Safety Entities and their Authorized Users outside of Canada, Mexico and the Pacific Territories (American Samoa, Guam and the Commonwealth of the Northern Mariana Islands) require the purchase of an international roaming package*. International roaming locations are extensive and additional roaming locations will be supported in the future. The list of included countries for each package can be found at www.firstnet.com/intlcountries.

*The packages described in this brochure require a FirstNet Capable device provisioned with a FirstNet Trio Subscriber Identification Module (SIM) card for use on the FirstNet Evolved Packet Core. If you have a device provisioned with an AT&T SIM card for use on the AT&T commercial core, please see att.com/global for available international roaming packages.

INTERNATIONAL DAILY PASS

Pay a low daily fee to use data, talk, and text from your domestic FirstNet Mobile plan when roaming in select countries. Just add it once to make it available whenever you travel in included countries and then pay just \$10 a day only on the days you use your device.

INTERNATIONAL DAILY PASS INCLUDES*:	
Data from your plan	In included countries
Unlimited talk from your plan	From included countries to included countries and the U.S.
Unlimited text from your plan	From included countries to countries listed at www.att.com/text2world .

*Subject to applicable domestic FirstNet Mobile plan terms. Additional terms and restrictions apply; see page 2 for full details.

For a list of countries included with International Daily Pass, visit www.firstnet.com/intlcountries.

AT&T PASSPORT* AND PASSPORT* PRO

Get everything you need in one convenient package to help keep you connected when roaming in select countries. Add it before you travel and it's good for 30 days or as long as you need it.

AT&T PASSPORT* INCLUDES:	\$70 (one time or monthly recurring)	\$140 (one time or monthly recurring)
Data	1GB (overage is \$30/GB)	3GB (overage is \$30/GB)
Talk	\$.35/minute	\$.35/minute
Text	Unlimited	Unlimited

AT&T PASSPORT* PRO INCLUDES:	\$200 (monthly recurring)
Data	10GB (no overage charges - after 10GB, data speeds are slowed to a max of 256Kbps for the rest of the bill cycle)
Talk	250 minutes (overage \$0.45/min)
Text	Unlimited

For use in the Domestic Coverage Area:

AT&T World Connect* Advantage (only included within the AT&T Passport Pro)	Unlimited calling* from the U.S., Puerto Rico and U.S. Virgin Islands to: <ul style="list-style-type: none"> • landline numbers in 70 countries and wireless numbers in 36 of those countries plus • discounted calling to over 155 additional countries. For details on available countries and rates, visit att.com/wcadvantage
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* Requires a domestic plan that includes unlimited domestic calling. If your domestic plan includes a monthly allowance, international long distance calls will count against your plan's monthly allowance and may result in overage charges. Terms and restrictions apply; see page 2 for full details.

For a list of countries included with AT&T Passport* and Passport* Pro, visit www.firstnet.com/intlcountries.

PAY PER USE RATES

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

TALK		TEXT		DATA	
Europe:	\$2.00/minute	Text:	\$0.50/text	On land:	\$2.05/MB (\$0.002/KB)
Rest of World:	\$3.00/minute	Picture and video:	\$1.30/message	On cruise ships:	\$6.14/MB (\$0.006/KB)
Cruise ships/ Airlines:	\$3.00/minute			On airlines:	\$10.24/MB (\$0.01/KB)
		Standard domestic messaging rates apply to text, picture and video messages received.		Usage is calculated in full kilobyte increments and rounded up to the next full kilobyte increment.	

For a list of pay-per-use countries/locations, go to www.firstnet.com/intlcountries.

INTERNATIONAL ROAMING PACKAGES: Eligibility: Available only to qualified Public Safety Entities that have a valid agreement with AT&T for the FirstNet Solution ("Qualified Agreement") and their authorized Agency Paid Users and Subscriber Paid Users. Requires a 4G LTE-compatible, FirstNet Capable device provisioned with a FirstNet Trio SIM card and a qualified FirstNet Mobile plan for domestic use on the FirstNet Evolved Packet Core. If you have a device provisioned with an AT&T SIM card for domestic use on the AT&T commercial core, please see att.com/global for available international roaming packages. For Subscriber Paid Users, certain additional eligibility restrictions apply which may be based on service tenure, payment history and/or credit. AT&T, in its sole discretion, may block your ability to use your device while roaming internationally until eligibility criteria are met. Availability and quality of coverage and services while roaming are not guaranteed.

INTERNATIONAL DAILY PASS: Eligible domestic FirstNet Mobile postpaid wireless plan required. Provisioning: Must be provisioned on a per-device basis before use. Once you add this option to your device, International Daily Pass will stay on your account until you remove it at <https://localcontrol.firstnet.att.com> or call 800.574.7000 or dial 611 from your AT&T mobile phone. **Use and Assessment of Fee:** Once you add this option to your device, the first time you use data or voice, or send a text message in an International Daily Pass country, you'll automatically be charged a \$10 daily fee. The fee covers additional data, voice or text messages sent for 24 hours from the initial use in any International Daily Pass country during that period. You'll be charged an additional \$10 fee for all subsequent 24-hour periods in which you use data or voice or send a text message on a device set up with International Daily Pass in an International Daily Pass country until you cancel the service. For a list of included countries, go to www.firstnet.com/intlcountries. **Incidental Data Usage: Apps on your device continue to use data even when you may not be aware of the usage. Such incidental data usage may trigger the \$10 daily fee. To avoid unintended use of International Daily Pass, turn off the roaming feature for your smartphone or device. Billing:** Your International Daily Pass data and voice usage will generally be applied to the monthly bill period/data amount of your domestic plan at the time it's used. However, because of the way we receive reporting from our international roaming carriers, voice or data usage may not match your exact dates of travel, and voice or data usage may be applied to your

subsequent bill period. **Data:** International Daily Pass lets you use data in all included International Daily Pass countries without roaming charges. Data will be drawn from your domestic plan allowance. Additional or promotional data may not be available for use in destinations outside the U.S. Actual data speeds vary by device and location. **Data Coverage:** if you go over the amount of data in your qualified plan or other allowances during your bill period, overage charges will apply. **Voice:** For phones. International Daily Pass allows you to use the calling features of your domestic FirstNet Mobile plan within and between included International Daily Pass countries, from included countries to the U.S. Calls and minutes of usage will be drawn from your domestic voice plan allowance. You may be charged for calls to special or premium service numbers. **Calls to other countries:** Calls from included countries to non-included countries will incur International Long Distance (ILD) charges. Per-minute pay-per-use rates apply unless you add an International Long Distance service package to the device making the calls. Rates subject to change without notice. To see what it costs, go to www.att.com/worldconnect. **Unlimited text:** For phones. International Daily Pass allows you to use the standard messaging features of your FirstNet Mobile domestic plan within and from an included country. Includes an unlimited number of messages up to 1MB in size within and from an International Daily Pass country to more than 190 countries for text messages, and more than 120 countries for picture and video messages. We may add, change and remove included countries at our discretion without notice. Messages sent through applications like iMessage or Hangouts may incur data or other charges. For details, go to att.com/text2world. **Service restrictions:** Only available for use with eligible devices (i.e., smartphones, feature phones (basic/messaging phones) and tablets). International use aboard cruise ships and airlines is not included; see pay-per-use rates. **Canada, Mexico and the Pacific Territories:** You won't be charged the \$10 fee for International Daily Pass in Canada, Mexico or the Pacific Territories, as your domestic FirstNet Mobile plan includes usage in those locations at no additional charge. **Miscellaneous:** For devices with an active International Daily Pass and an International Pass package, International Daily Pass charges will apply in included International Daily Pass countries even though you also have an International Pass package. Data, talk and text from the International Pass package can't be used to avoid voice and data overage charges incurred in International Daily Pass countries.

AT&T PASSPORT®: 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 two 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. Includes talk, text and data allotments for use in select International Pass countries listed at www.firstnet.com/intlcountries. **Talk:** Usage is calculated in full minute increments and rounded up to the next full minute increment. **Data:** Actual data speeds vary by device and location. Usage is calculated in full kilobyte increments and rounded up to the next full kilobyte increment. **Data overage:** If you exceed the amount of data allowance in your package, you will automatically be provided with additional data in increments of 1 GB at \$30 per GB. Monthly-recurring package data allowance must be used in bill period provided or will be forfeited. **Unlimited Text:** Applies only to AT&T Short Messaging Service (SMS) and Multimedia Messaging Service (MMS), and not to other messaging services or applications. Messages received are charged at domestic messaging rates. **Pay-per-use rates:** Apply when package expires, when traveling in countries not included in Passport, and/or when you have not added a package. **Service restrictions:** International use aboard cruise ships and airlines is not included. Not available for wireless home phone services, connected vehicles, or connected devices. Pay-per-use international rates, found at www.firstnet.com/intlcountries, will apply.

AT&T Passport® Pro: Monthly-recurring charge applies. 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. Includes talk, text and data allotments for use in select AT&T Passport countries listed at www.firstnet.com/intlcountries. **Talk:** For phones only. Minute allowance must be used in bill period provided or will be forfeited. **Talk Overage:** If you use all your Passport package minutes, \$0.45 per minute charge applies to all cellular calls dialed and accepted in Passport countries. **Wi-Fi Calling:** With Wi-Fi Calling, you can call back to the U.S. at no additional charge. Calls to other countries, including the country you're in, are billed at international long distance rates, found at att.com/worldconnect. To be billed the Passport calling rate, turn Wi-Fi Calling off in your device settings. **Data:** Actual data speeds vary by device and location. If your domestic plan includes Stream Saver®, or reduces video streaming speed, the same will apply to your Passport Pro package. Data allowance must be used in bill period provided or will be forfeited. **Overage and Data Speeds:** There is no charge for overage. However, if you use all your Passport package data, all data usage is slowed to a max of 256Kbps for the rest of the bill cycle. All data usage will be impacted and may not be fully functional. **Unlimited Text:** For phones only. Applies only to AT&T Short Messaging Service (SMS) and Multimedia Messaging Service (MMS), and not to other messaging services or applications that use data, such as iMessage. Unless you have a domestic plan that includes unlimited text, messages received in Passport countries are charged at your domestic messaging rates. **World Connect Advantage:** Package also includes the AT&T World Connect® Advantage (WCA) feature at no additional charge. WCA enables international long distance calling from the U.S., Puerto Rico and U.S. Virgin Islands to (a) landline numbers in select countries and wireless numbers in a portion of those countries and (b) discounted calling to additional countries. For details

on countries and rates, see att.com/worldconnect. Rates are subject to change and may vary by country and type of number called. Domestic postpaid wireless voice plan required. For domestic postpaid wireless voice plans with capped minutes, international long distance calls using WCA will count against the domestic plan's monthly allotment of voice minutes, and if you exceed the domestic plan's monthly allowance, overage charges will apply under the plan. Other restrictions apply. **Pay-per-use rates:** Apply when package expires, when traveling in countries not included in Passport Pro, and/or when you have not added a package. **Service restrictions:** International use aboard cruise ships and airlines is not included. Not available for wireless home phone services, connected vehicles, or connected devices. Pay-per-use international rates, www.firstnet.com/intlcountries, will apply.

GENERAL WIRELESS SERVICE TERMS: Subject to the applicable Qualified Agreement or, for Subscriber Paid Users, the Wireless Customer Agreement found at www.att.com/wca. Service is not for resale. If AT&T does not enforce any of the terms or restrictions of its service offerings, it is not a waiver of AT&T's right to enforce those terms or restrictions. AT&T reserves the rights to enforce all terms and restrictions at any time. If AT&T determines your use of services violates any of the applicable terms or policies found in the applicable Qualified Agreement or Wireless Customer Agreement, we may in our sole discretion suspend, modify, terminate or restrict your service. **Excessive off-net usage:** You get an off-net (roaming) usage allowance for each service. If you exceed the allowance, your service(s) may be restricted or terminated. Other restrictions apply and may result in service termination. If you purchased a device that requires a term commitment, an Early termination fee applies if you cancel service after the first 30 days (or 14 days for Subscriber Paid Users) and before your term ends. Go to www.att.com/equipmentETF for details on what fee may apply for your 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 your 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, Regulatory Cost Recovery Charge (up to \$1.25), gross receipts surcharge, Administrative Fee and other government assessments (including w/out limitation a Property Tax Allotment surcharge of \$0.20-\$0.45 applied per Agency Paid User's assigned number), which are not government-required charges. Additional one-time charges may apply. Go to www.att.com/additionalcharges for more details on other charges. Pricing, promotions, restrictions and terms subject to change and may be modified, discontinued or terminated at any time without notice. **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. **Coverage:** Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info for your area, go to www.firstnet.com/coverage. Coverage may include areas that are served by unaffiliated carriers and not on AT&T's owned and operated network (off-net). Coverage is subject to change without notice. For full service terms and conditions, go to the applicable Qualified Agreement or, for Subscriber Paid Users, www.att.com/wirelessterms.

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STATE AND LOCAL GOVERNMENT PRIMARY
 Exclusively for state and local government public
 safety entities and their Agency Paid users

FirstNet Machine-to-Machine Pooled, Hi Cap Pooled, Backup and Radio over IP Plans *

NOW AVAILABLE ON THE FIRSTNET EVOLVED PACKET CORE**

FirstNet Machine-to-Machine Pooled, FirstNet Machine-to-Machine Hi Cap Pooled, FirstNet Machine-to-Machine Backup, and FirstNet Machine-to-Machine Radio over IP Plans for primary users include First Priority™, with priority and preemption capabilities¹

¹ First Priority™ requires a 4G LTE-compatible, FirstNet Capable device provisioned with an Approved Business Application using a FirstNet Trio Subscriber Identification Module (SIM card). Limited to Approved Business Application data traffic originated on and traversing over the AT&T 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. Usage of First Priority™ data prioritization feature on any FirstNet Radio over IP Plan may not exceed 22GB a month for three consecutive months; AT&T reserves the right to require customer to move to a FirstNet Machine-to-Machine -Pooled Plan if usage exceeds this limitation. Customers using an AT&T SIM card on the AT&T commercial core will have the priority and preemption capabilities of AT&T Dynamic Traffic Management- Public Safety***.

Wirelessly enable your qualified data-only devices, such as routers, scanners, and monitoring devices with these FirstNet Machine-to-Machine Pooled, Hi Cap Pooled, Backup and Radio over IP Plans.

Find the right wireless data plan for you

- **FirstNet Machine-to-Machine – Pooled Plans:** These pooling plans are best suited for qualified devices using machine-to-machine business applications that have low data usage.

Pooled Plans	1MB	2MB	5MB	10MB	50MB
Monthly Service Charge ¹	\$4.15	\$4.75	\$5.80	\$6.80	\$12.40

Data Overage: Pay-per-use rate of \$0.000976/KB applies.
¹ Pooling plans offer data pooling for qualified lines in a single Billing Account Number or single Foundation Account Number. Restrictions apply. See below for pooling details.

- **FirstNet Machine-to-Machine – Hi Cap Pooled Plans:** These pooling plans are best suited for qualified devices using machine-to-machine business applications that have high data usage.

Hi Cap Pooled Plans ¹	250MB	1GB	5GB	10GB	20GB
Monthly Service Charge ²	\$20.00	\$25.00	\$50.00	\$80.00	\$150.00

Data Overage: Pay-per-use rate of \$0.00091431/KB applies
¹ FirstNet Machine-to-Machine Hi Cap Pooled Plans do not pool with FirstNet Machine-to-Machine Pooled Plans.
² Pooling plans offer data pooling for qualified lines in a single Billing Account Number or single Foundation Account Number. Restrictions apply. See below for pooling details.

- **FirstNet Machine-to-Machine – Backup Plans:** This non-pooling plan is best suited for qualified devices using machine-to-machine business applications that have variable usage. The plan provides a low-cost solution in low-usage months and data overage protection in the occasional higher-usage month.

Backup Plans	20MB
Monthly Service Charge ¹	\$24.75

Data Overage: Pay-per-use rate of \$0.000676/KB applies.
¹ Combined monthly service related charges (i.e., the Monthly Service Charge plus any data overage charges) are capped at a maximum of \$129.99 per month. If a line hits the cap for three consecutive months, AT&T reserves the right to migrate the line, without notice, to the 5GB FirstNet Mobile-Pooled Plan for data-only devices and charge you the applicable monthly fees

- **FirstNet Machine-to-Machine – Radio over IP (RoIP) Plan:** This non-pooling plan is a Radio over IP (RoIP) gateway solution that allows a Land Mobile Radio (LMR) channel to connect to a predefined "group" of Enhanced Push-to-Talk ("EPTT") users.

RoIP Plan	Unlimited; only for use as a gateway solution for a group of EPTT users
Monthly Service Charge	\$40.00

* Each qualified device activated with a FirstNet Machine-to-Machine Plan must have a primary place of use ("PPU") within the FirstNet network coverage area within the U.S., Puerto Rico and U.S. Virgin Islands. The FirstNet network coverage area includes the AT&T 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core.
 **FirstNet Machine-to-Machine Plans are also available for use on the AT&T commercial core, rather than on the FirstNet Evolved Packet Core, for customers that have a demonstrated need for capabilities that are currently only available on the AT&T commercial core or have non-FirstNet Capable equipment that cannot be immediately replaced. Customers using the AT&T commercial core will have different coverage and network capabilities than customers using the FirstNet Evolved Packet Core; for example, First Priority™ is only available on the FirstNet Evolved Packet Core. Customers using the AT&T commercial core may be required to migrate to the FirstNet Evolved Packet Core at an appropriate time. See Important Terms: AT&T Commercial Core for details.

IMPORTANT TERMS: FIRSTNET EVOLVED PACKET CORE



- FirstNet Domestic Coverage
- International Coverage
- 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 www.firstnet.com/coverage

FIRSTNET MACHINE-TO-MACHINE POOLED, FIRSTNET MACHINE-TO-MACHINE HI CAP POOLED, FIRSTNET MACHINE-TO-MACHINE BACKUP, & FIRSTNET RADIO OVER IP PLANS FOR STATE AND LOCAL GOVERNMENT (FirstNet Evolved Packet Core): Require a FirstNet Capable device provisioned with a FirstNet Trio SIM card. **Eligibility:** The above FirstNet Machine-to-Machine Pooled, Hi Cap Pooled, Backup and Radio over IP Plans are available only to state and local government Public Safety Entities that are Primary Users having a qualified Government Agreement. 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, emergency medical services, emergency management and emergency call (911) dispatching. Extended Primary Users are those Public Safety Entities that are not Primary Users, but who may be called upon to support Primary Users 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. **FirstNet Evolved Packet Core Limitations:** The FirstNet Evolved Packet Core is designed primarily for domestic use by Public Safety Entities, with planned additional capabilities for Public Static IP Addressing, and international data roaming capabilities outside of Mexico and Canada. These features will be supported in the future. See www.firstnet.com/features for details. **Pricing:** Prices are for service only. **Discounts:** Discounts set forth in the Government Agreement do not apply to the FirstNet Machine-to-Machine Plans. **Qualified Devices:** Sold separately. Devices must be FirstNet Capable. See www.firstnet.com/devices for current list of FirstNet Capable devices. Plans may only be used for an Agency Paid User line with a qualified data-only device, such as a router, scanner or other qualified device, using a machine-to-machine business application needing wireless data communication between the device and the customer's data center. Each qualified device activated with a FirstNet Machine-to-Machine Plan must have a primary place of use ("PPU") within the FirstNet network coverage area within the U.S., Puerto Rico and U.S. Virgin Islands ("Domestic Coverage Area" or "DCA"). **International Roaming (when available):** Monthly plan prices do not apply to data usage while roaming. If roaming outside AT&T's DCA, other U.S. territories, Canada and Mexico, an international data package must be added. Not all devices may be eligible for international roaming service. All FirstNet Machine-to-Machine Plans are provisioned with the International Roaming Blocking Feature. Customer must remove the feature to roam in international locations other than Canada and Mexico. There is no charge to remove this feature. **Service Compatibility:** Some plans may not be compatible/combined with certain products, features and other services, including without limitation AT&T Enhanced Push-to-Talk service and messaging packages. **Invoicing:** Plans require consolidated invoicing.

DATA: Included data allowance ("Data Allowance") for use only within the DCA and while roaming in other U.S. territories, Canada and Mexico. **Data Overage:** If Customer exceeds the total amount of data in its plan during its billing period, additional data will automatically be provided at the pay-per-use rate specified for Customer's plan. 1,024 kilobytes (KB) = 1 megabyte (MB); 1,048,576 KB = 1 gigabyte (GB). FirstNet Machine-to-Machine Radio over IP Plans do not have a Data Allowance and are not subject to overage charges.

FirstNet Machine-to-Machine Backup Plans: Backup plans do not pool.

FirstNet Machine-to-Machine Pooled and Hi Cap Pooled Plans: Pooling: Within a single Billing Account Number ("BAN"), Agency Paid User lines activated with a qualified FirstNet Machine-to-Machine Pooled Plan ("Pooled Plan") or Machine-to-Machine Hi Cap Pooled Plan ("Hi Cap Pooled Plan") may be combined to create a "Data Pool". Each Data Pool can only consist of either Pooled Plans or Hi Cap Pooled Plans. Pooled Plans cannot reside in the same Data Pool as Hi Cap Pooled Plans. The Data Pool is limited to FirstNet Machine-to-Machine Pooled Plans or Hi Cap Pooled Plans; other Pooled Plans or Hi Cap Pooled Plans. Billing cycle, each Agency Paid User line first uses its Pooled Plan's or Hi Cap Pooled Plan's Data Allowance. If an Agency Paid User line does not use all of its Data Allowance, it creates an underage in the amount of the unused Data Allowance ("Under Usage"). If an Agency Paid User line uses more than its Data Allowance, the line 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 and 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 Agency Paid User lines 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 amount 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 line in the Data Pool with Over Usage, resulting in per line credits on Customer's Invoice which means an allocation factor of 10%. Then Customer's invoice will show, with respect to each Agency Paid User line in the Data Pool with Over Usage, both (a) the line's Data Overage charges at the specified Data Overage rate, and (b) a bill credit equal to 10% of the line's Data Overage charges. Migrating Agency Paid User lines to different Pooled or Hi Cap Pooled Plans during a bill cycle may result in one-line prorations or other impacts to the credit calculation. Customer may have more than one Data Pool within a BAN or BSN, but 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.

FirstNet Machine-to-Machine Radio over IP Plan: Plan does not pool. **Limitation:** Plan is intended for use as a Radio over IP (RoIP) gateway solution that allows a Land Mobile Radio (LMR) channel to connect to a predefined "group" of Enhanced Push-to-Talk ("EPTT") users. Customer's usage of First Priority™ data prioritization feature on any FirstNet Machine-to-Machine—Radio Over IP Plan may not exceed 22GB a month for three consecutive months; AT&T reserves the right to require Customer to move to a FirstNet Machine-to-Machine—Pooled Plan if usage exceeds this limitation. AT&T may proactively reassign Customer to a FirstNet Machine-to-Machine—Pooled Plan upon notice to Customer, unless prohibited under the Business Agreement or regulation. **Exclusions:** FirstNet Machine-to-Machine - Radio over IP Plans may not be used with any device or equipment that is intended to, or is used to, establish a continuous, unattended connection to the 4G LTE networks used to provide FirstNet services, including, but not limited to, automatic data feeds, mobile video transmissions, and automated machine-to-machine connections.

FIRST PRIORITY™: Feature provides prioritization of data, priority access to available network resources, and preemption capability. **Requirements:** Agency Paid User Lines must have a qualified FirstNet Machine-to-Machine Plan and a 4G LTE-compatible, FirstNet Capable device provisioned with an Approved Business Application. **Pricing:** No additional charge for Primary User Public Safety Entity Agency Paid User lines. **Approved Business Applications:** Approved Business Applications are limited to applications directly related to the primary missions of Public Safety Entities. These include applications provided under the FirstNet agreement, including the App Catalog, and specifically exclude consumer oriented applications such as, but not limited to video streaming. Plans must be selected which support the type of application, such as Machine to Machine Plans for machine to machine applications, and are subject to the terms of those plans. To help maximize the performance of the network for all public safety users, Approved Business Applications utilizing video should be streamed at a resolution of 480p. Use of plans intended for Approved Business Applications exclude continuous unattended mobile video transmission applications. **Limitations:** Feature is available only in the DCA (excluding other U.S. Territories) and only for Customer's Approved Business Application data traffic originated on and traversing over the AT&T domestic 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. Feature may not be used for Internet traffic other than Customer's Approved Business Application data traffic. **Data Prioritization:** Feature does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic; other traffic may have the same or higher prioritization. **Priority Access:** Feature provides priority access to the available network resources of the AT&T domestic 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. **Preemption Capability:** In conjunction with priority access, grants Customer and its Agency Paid Users the ability to remove or reassign active sessions from other lower priority users' use of the AT&T domestic 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core when network resources are scarce or occupied. Preemption capability is provisioned as a standard feature on Agency Paid Users' network profile. Available network resources may vary by circumstances and network demands. **First Priority™ Uplift Management:** Provides Primary User Public Safety Entities designated and authorized communications managers the ability to modify the relative priority and preemption capabilities of the Authorized Users of both Primary User and Extended Primary User Public Safety Entities provisioned with First Priority for a period of up to 24 hours through the use of the First Priority™ Uplift Management portal. **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 applicable Government Agreement. Service is not for resale. Other restrictions apply and may result in service termination. If Customer purchased a subsidized 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 service term ends. See at.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 deposit 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 gross receipts surcharge, an Administrative Fee, and other governmental assessments (including without limitation a Property Tax Allowment 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. **Invoicing Limitation:** FirstNet plans are not eligible for combined (wireless/wireline) billing. **Coverage:** Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info, check firstnet.com/coverage. 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.

IMPORTANT INFORMATION: AT&T COMMERCIAL CORE



- AT&T Domestic Coverage
- International Coverage
- 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

FIRSTNET MACHINE-TO-MACHINE POOLED, FIRSTNET MACHINE-TO-MACHINE HI CAP POOLED, FIRSTNET MACHINE-TO-MACHINE BACKUP, & FIRSTNET MACHINE-TO-MACHINE RADIO OVER IP PLANS FOR STATE AND LOCAL GOVERNMENT: (AT&T commercial core): Require a device provisioned with an AT&T SIM card. **Eligibility:** Same as the terms and conditions for the FirstNet Machine-to-Machine Plans (FirstNet Evolved Packet Core). **Definitions:** Same as the terms and conditions for the FirstNet Machine-to-Machine Plans (FirstNet Evolved Packet Core). **Government Agreement:** Same as the terms and conditions for the FirstNet Machine-to-Machine Plans (FirstNet Evolved Packet Core). **FirstNet Evolved Packet Core Limitations:** Not applicable. **Pricing:** Same as the terms and conditions for the FirstNet Machine-to-Machine Plans (FirstNet Evolved Packet Core). **Prices are for service only. Discounts:** Same as the terms and conditions for the FirstNet Machine-to-Machine Plans (FirstNet Evolved Packet Core). **Qualified Devices:** Sold separately. Require an AT&T SIM card. Plans may only be used for an Agency Paid User line with a qualified data-only device, such as a router, scanner or other qualified device, using a machine-to-machine business application needing wireless data communication between the device and the customer's data center. Each qualified device activated with a FirstNet Machine-to-Machine Plan must have a primary place of use ("PPU") within the FirstNet network coverage area within the U.S., Puerto Rico and U.S. Virgin Islands ("Domestic Coverage Area" or "DCA"). **International Roaming:** Monthly plan prices do not apply to data usage while roaming. If roaming outside AT&T's DCA, other U.S. territories, Canada and Mexico, an international data package must be added. Not all devices may be eligible for international roaming service. All FirstNet Machine-to-Machine Plans are provisioned with the International Roaming Blocking Feature. Customer must remove the feature to roam in international locations other than Canada and Mexico. There is no charge to remove this feature. **Service Compatibility:** Plans may not be compatible/combined with certain products, features and other services, including without limitation AT&T Enhanced Push-to-Talk service and messaging packages. **Invoicing:** Plans require consolidated invoicing.

DATA: Same as the terms and conditions for the FirstNet Machine-to-Machine Plans (FirstNet Evolved Packet Core).

FirstNet Machine-to-Machine Backup Plans: Backup plans do not pool.

FirstNet Machine-to-Machine Pooled and Hi Cap Pooled Plans: Pooling: Same as the terms and conditions for the FirstNet Machine-to-Machine Pooled and Hi Cap Pooled Plans (FirstNet Evolved Packet Core).

FirstNet Machine-to-Machine Radio over IP Plan: Same as the terms and conditions for the FirstNet Machine-to-Machine Radio over IP Plan (FirstNet Evolved Packet Core). Customer's usage of AT&T Dynamic Traffic Management—Public Safety data prioritization feature on any FirstNet Machine-to-Machine – Radio over IP Plan may not exceed 22GB a month for three consecutive months; AT&T reserves the right to require Customer to move to a FirstNet Machine-to-Machine—Pooled Plan if usage exceeds this limitation. AT&T may proactively reassign Customer to a FirstNet Machine-to-Machine— Pooled Plan upon notice to Customer, unless prohibited under the Business Agreement or regulation. **Exclusions:** FirstNet Machine-to-Machine- Radio over IP Plans may not be used with any device or equipment that is intended to, or is used to, establish a continuous, unattended connection to the AT&T network, including, but not limited to, automatic data feeds, mobile video transmissions, and automated machine-to-machine connections.

First Priority™: Not available on the AT&T commercial core.

AT&T DYNAMIC TRAFFIC MANAGEMENT—PUBLIC SAFETY: Feature provides prioritization of data, priority access to available network resources, and preemption capability. **Requirements:** Qualified devices must be on a FirstNet Machine-to-Machine Plan, be 4G LTE-compatible, and provisioned with an Approved Business Application. **Pricing:** \$0 (\$2 billed surcharge per Agency Paid User line is credited back each month for a net price of \$0). **Surcharge not prorated. Limitations:** Feature is available only in the DCA and only for Customer's machine-to-machine data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network. **Approved Business Applications:** Approved Business Applications are limited to applications directly related to the primary missions of Public Safety Entities. These include applications provided under the FirstNet agreement, including the App Catalog, and specifically exclude consumer oriented applications such as, but not limited to video streaming. Plans must be selected which support the type of application, such as Machine to Machine Plans for machine to machine applications, and are subject to the terms of those plan. To help maximize the performance of the network for all public safety users, Approved Business Applications utilizing video should be streamed at a resolution of 480p. Use of plans intended for Approved Business Applications exclude continuous unattended mobile video transmission applications. **Data Prioritization:** Feature does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic; other traffic may have the same or higher prioritization. **Priority Access:** Feature provides priority access to available AT&T 4G LTE network resources. **Preemption Capability:** In conjunction with priority access, grants Customer's Agency Paid Users' lines the ability to remove or reassign active sessions from other lower priority users' use of the AT&T-owned domestic 4G LTE network when network resources are scarce or occupied. **Preemption capability is provisioned as a standard feature of Agency Paid User lines' network profile. Available network resources may vary by circumstances and network demands. 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: Same as the terms and conditions for the Machine-to-Machine Plans (FirstNet Evolved Packet Core). **Other Monthly Charges:** Same as the terms and conditions for the FirstNet Machine-to-Machine Plans (FirstNet Evolved Packet Core). **Invoicing:** Same as the terms and conditions for the FirstNet Machine-to-Machine Plans (FirstNet Evolved Packet Core). **Coverage:** Coverage differs from the coverage available with the FirstNet Evolved Packet Core. 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. 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.

For Purchasing Use Only:
RFP/CONTRACT # 1907

AMENDMENT #3 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

and

AT&T Mobility National Accounts LLC
2600 Camino Road
San Ramon, CA 94583
Contact: Bethani Cross
Phone: (214) 679-9053
Email: bc4732@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 to December 31, 2020 to allow time for execution of the new NASPO ValuePoint Contract Number CJ 18012. During the extended time, from January 1, 2020 through December 31, 2020, no Product Addition Requests or new Participating Addenda will be accepted under Master Contract Number 1907.

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 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.

Linda J. Cottingham 07/17/19
Independent Contractor's Signature Date

Sr. Contract Manager
Independent's Contractor's Title

Kevin D. Doty 8/5/19
Kevin D. Doty, Acting Administrator, State of Nevada

APPROVED BY NASPO Directors

On _____

Approved as to form by:

(Date)

[Signature]
Deputy Attorney General for Attorney General

On 5 Aug 19
(Date)