



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: 2017-12-20

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 0210 0210 CPHONE13A	Procurement Folder: 112
Document Name: CPHONE13A Change Order #8 (OT18077)	Reason for Modification:
Document Description: WIRELESS COMMUNICATION SERVICES, ACCESSORIES & EQUIPMENT	Change Order #8
Procurement Type: Statewide MA (Open End)	Issued to add Amendment 2 to the Participating Addendum.
Buyer Name: Stephanie L Gale	
Telephone: (304) 558-8801	
Email: stephanie.l.gale@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: 00000230607 ATT MOBILITY 7229 PARKWAY DR # 200 HANOVER MD 210761317 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Laura E Hooper Requestor Phone: (304) 558-5472 Requestor Email: laura.e.hooper@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

PURCHASING DIVISION AUTHORIZATION SIGNED BY:  DATE: ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY:  DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY:  DATE: ELECTRONIC SIGNATURE ON FILE DEC 22 2017
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12-21-17

Extended Description:

Change Order

Change Order #8 is issued to add Amendment 2 to the Participating Addendum. Amendment 2 provides optional Custom FirstNet Mobile plans for public safety users according to the NASPO ValuePoint Master Terms and Conditions.

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	2019-06-30			

Commodity Line Description: WIRELESS SERVICES

Extended Description:

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

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:

- Amendment to the Participating Addendum
- 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
Monthly Service Charge*	\$49.99	\$39.99	\$36.99

*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.

**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

By: 

Name: MARK FLISTAK

Title: SR. CONTACT MANAGER

Date: 11/22/2017

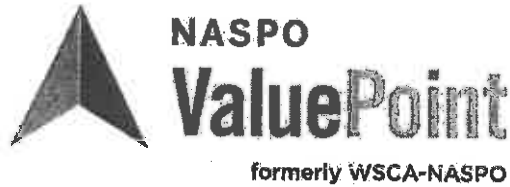
State of West Virginia

By: 

Name: L. Michael Sheets

Title: Director

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



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 in the U.S. and Its Territories¹
- Choice of Pooled or Unlimited Data to fit your agency's budget and needs
- Unlimited Talk & Text to Canada & Mexico²
- Choice of devices purchased on a 2-year agreement or with no service commitment
- No roaming charges in U.S. Territories and Mexico^{1,3}

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

FirstNet Mobile-Pooled Plans

Data added (to 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 ¹	\$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 ² per month	No service commitment ¹	\$19						
	Purchase with 2-year service commitment	Add \$12 for each feature phone on a 2-year agreement						
Pooled Data for Data-only devices ³ per month	No service commitment ¹	\$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						

¹Data Overage: Pay-per-use rate of \$0.000000836/KB applies.
²Purchase at full price, purchased with qualified installment agreement, bring your own, or on month-to-month term. ³For basic and quick messaging phones only. ⁴Eligible data-only devices: Tablets, Connected Devices, laptops, Laptop Connect/slicers, 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 ¹	Unlimited Data, Mobile Hotspot & Tethering	\$40/mo

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

¹Eligible data-only devices: Tablets, laptops, Laptop Connect/slicers, netbooks, mobile hotspot devices, and select other data-only devices.
 FirstNet Mobile Unlimited plans do not pool with FirstNet Mobile Pooled plans.

⁴ 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

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. Device Sold separately. Installment 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 smartphones with no annual service commitment 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-Pooled Plan 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 for details on AT&T network management policies.

FirstNet Mobile - Unlimited Plan: 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 on 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 of 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 BDB 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 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 3000 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 \$0.000009536 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 LD service package is added to the line placing such calls. Rates subject to change without notice. For rates, see 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/textworld 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 40MB in size. Additional restrictions apply and can be found at 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 Users must have a qualified FirstNet Mobile data plan and a 4G LTE-compatible device provisioned with an Approved Business Application. Pricing: \$0 (\$15 billed surcharge per Agency Paid User is credited back each month for a net price of \$0). Surcharges 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: Features are available only in the DCA (excluding 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. Features 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 purchased 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 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. 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. 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.



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 Territories¹
- Unlimited Talk & Text to Canada & Mexico²
- No roaming charges in U.S. Territories and Mexico^{1,3}
- 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

¹Use in the U.S. Pacific Territories requires disabling of the International Roaming Blocking Feature and adding the U.S. Pacific Territories Feature.
²Pay-per-use rates apply to calls made to all other countries.
³Use 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 ¹	\$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 ² per month	No service commitment ¹	\$19						
	Purchase with 2-year service commitment	Add \$12 for each feature phone on a 2-year agreement						
Pooled Data for Data-only devices ³ per month	No service commitment ¹	\$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						

¹Data Overage: Pay-per-use rate of \$0.00000936/KB applies.
²Purchase at full price, purchased with qualified installment agreement, bring your own, or on month-to-month term.
³For basic and quick messaging phones only. ⁴Eligible data-only devices: Tablets, Connected Devices, laptops, LaptopConnect/atcards, notebooks, 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 ¹	Unlimited Data, Mobile Hotspot & Tethering	\$40/mo

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

¹Eligible data-only devices: Tablets, laptops, LaptopConnect/atcards, notebooks, 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

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 smartphones with no annual service commitment 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-Pooled Plans for feature phones and data devices are similarly discounted by \$12 per month and \$16 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 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 QoS 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 such 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 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 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.

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 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. Mexico Service Restrictions: Plan usage not available in Mexico on Connected Day(s). 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 in credited back \$7.50 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 originated 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 purchased 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 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 Allotment 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. 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