

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

PARTICIPANT: State of Alabama

This Participating Addendum (the "PA" or this "Contract") is made this 2nd day of May 2018 (the "PA Effective Date"), between State of Alabama ("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 AT&T's FirstNet Solution (the "Services", "FirstNet" or the "FirstNet Services") consists of a portfolio of wireless voice, texting and data service plans, along with ancillary equipment, services, features and functionalities developed by AT&T under authority granted to it by the First Responder Network Authority (the "FirstNet Authority") created under the Middle Class Tax Relief and Job Creation Act of 2012 (the "Act") as an independent federal authority within the National Telecommunications & Information Administration ("NTIA") of the United States Department of Commerce. AT&T's FirstNet is designed to maximize the utility of wireless communications by and between first responders and the personnel and entities that support them. AT&T's FirstNet Solution will be provisioned using AT&T's commercial LTE network along with a phased deployment of the FirstNet Evolved Packet Core to provide emergency responders with the first high-speed, nationwide broadband network with dedicated access to the needs of Local, State, Federal, and Tribal Public Safety Entities [the "AT&T FirstNet Nationwide Public Safety Broadband Network" ("NPSBN")].

1.3 NASPO agreed to make AT&T's FirstNet Solution available under the Master Services Agreement to eligible public safety entities (as more fully described below) in states that have opted in to the First Net Authority's plan to deploy, operate and maintain a radio access network in a state with access to the AT&T NPSBN.

1.4 The State of Alabama opted-in to participate in the deployment of the nationwide interoperable broadband network proposed by the First Net Authority on October 10, 2017.

1.5 Participant wants to purchase the AT&T First Net Solution pursuant to the terms and conditions of the PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant agrees to purchase the FirstNet Services described herein from Contractor subject to the terms and conditions of the PA (the Contract and the PA, together with all valid purchase orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Contract.

Section 3. Eligible State and Local Public Safety Entities and Other Users. The eligibility of State and local Public Safety Entities and other Users is contingent upon a State's decision to opt-into the AT&T NPSBN. Eligible Public Safety Entities in States which have opted in shall be determined pursuant to the requirements of the Act, as interpreted by the FirstNet Authority. Public Safety Entities are classified as either Primary Users or Extended Primary Users as identified by their North American Industry Classification System (NAICS) code. The AT&T First Net Solution Service Description, attached hereto and incorporated herein as Exhibit A, more fully describes which Public Safety Entities and other Users are eligible to purchase AT&T First Net Services. Generally, Primary Users are those Public Safety Entities that act as first responders, i.e. those entities whose primary mission is to provide services to public in the areas of law enforcement, fire protection and emergency medical services. Extended Primary Users are those Public Safety Entities that are not Primary Users but may be relied upon to support Primary Users in the provision of services required during an emergency or the aftermath.

Section 4. Purchase Orders. Participating Entity(ies) desiring to purchase AT&T FirstNet Services pursuant to this Agreement, must issue purchase orders hereunder that reference both Master Service Agreement #1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Contract number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such purchase order was properly authorized and intended for use with the PA. In such instances, the corresponding purchase order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

Section 5. Primary Contacts.

Participating Entity:

Name: Michael A. Jones
Title: State Purchasing Director
Address: RSA Union Building
100 N. Union St., Suite 192
Montgomery, AL 36130
Telephone: (334) 242-7250
Fax Number: (334) 242-4419
E-Mail: michael.jones@purchasing.alabama.gov

Contractor Account Team:

Name: Dale Lunn
Title: Sales Manager
Address: 38 Washington Ave
Montgomery, AL 36104
Telephone: 334 273 2108
Fax Number: 334 273 0062
E-Mail: dl2797@att.com

Lead State:

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

Contractor Main:

Name: Bethani.Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-679-9053
Fax Number: N/A
E-Mail: bethani.cross@att.com

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

Section 7. Miscellaneous.

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

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

- **Contract Fees. Under the Master Service Agreement,** Contractor is being charged an Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Custom FirstNet Mobile Plans - Agency Paid. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §9 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described in §9.1 (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans' corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §9.1 and the applicable Sales Information, this §9.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant's accounts are active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 9.1.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

Version	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with a subsidized device	\$35.99 MSC	\$46.50 MSC	\$59.00 MSC	\$245.00 MSC	\$428.00 MSC	\$1,935.00 MSC	\$3,700.00 MSC

*MSC means Monthly Service Charge

**TABLE 9.1.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

Add-A-line	\$30.00
For use with a subsidized device	Monthly Service Charge

**TABLE 9.1.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

Version	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with a subsidized device	\$22.00 MSC	\$31.00 MSC	\$44.00 MSC	\$230.00 MSC	\$415.00 MSC	\$1,920.00 MSC	\$3,685.00 MSC

*MSC means Monthly Service Charge

TABLE 9.1.4

CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS

Version	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	\$55.99	\$45.99	\$37.99

Section 10. In addition to FirstNet Mobile Plans available to Participant and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §10.2 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §9.1 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participant, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

TABLE 10.1

CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS - RESPONDER PLANS

Version	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$26.50	\$39.00	\$18.00	\$21.00	\$34.00

TABLE 10.2

CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID - RESPONDER UNLIMITED PLANS

Version	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$45.99	\$55.99	\$37.99

Section 11. Custom Equipment Offer. The Custom Equipment Offer (a) requires activation with new FirstNet Service; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to Participating Entities including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate data solutions provider; and (d) remains subject to availability limitations. The Custom Equipment Offer is not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans.

Table 11.1 Custom Equipment Offer

CUSTOM EQUIPMENT	EQUIPMENT PRICE*	CONDITIONS
iPhone 7 32 GB iPhone 6s 32 GB Galaxy S7 B 32 GB DURAFORCE XO (E6790)	\$1.00	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
DURA XE(E4710) 8 GB	\$1.00	Must be activated with a FirstNet Feature Phone Plan with an MSC of \$22.00 or higher
AT&T Unite Explore	\$1.00	Must be activated with a FirstNet Data Only Plan with an MSC of \$22.00 or higher
Galaxy S7 Edge S	\$129.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher

*Applicable Taxes will be charged

Section 12. Contractor and Participant agree that this PA is FirstNet specific therefore Participating Entities as described in Section 3 above may only purchase the FirstNet Custom Offer, outlined above in Section 9, 10, and 11. All other offers, services, equipment and pricing available under the NASPO Master Service Agreement are not available to the Participating Entities.

Section 14. Order of Precedence. The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 15. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

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

STATE OF ALABAMA

By: Michael A. Jones

, duly authorized

Name: Michael A. Jones

Title: State Purchasing Director

Date: 5/2/18

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: Linda J. Cottingham

, duly authorized

Name: Linda J Cottingham

Title: Sr. Contract Manager

Date: 05/2/18

Exhibit A
FirstNet



ATTACHMENT
PARTICIPATING ADDENDUM

For: The State of Alabama
First Net Wireless Communication Services and Equipment
Under the WSCA Master Agreement 1907

Utilization Reports – Monthly

1. On a monthly basis, the Contractor shall return to the Alabama Department of Finance, Division of Accounting and Administration, a fee of 1 % (.01 multiplication factor) of the Total Wireless Spend* during that month, to assist with the cost of administering the Participating Addendum. The administrative fee shall be remitted to the State within 60 days of the end of the month. The report shall be remitted to the State within 60 days of the end of the month. The administrative fee and monthly report will be sent to address below.

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

The administrative fee check should be submitted to the following address:
Alabama Department of Finance
Division of Accounting and Administration
P. O. Box 300658
Montgomery, AL36130-0658

SPECIAL TERMS AND CONDITIONS

- 1) All State agencies must use this Contract as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This Contract may also be available to local governments.
- 2) This Contract shall not exceed the terms of the Master Service Agreement #1907 nor shall it exceed five (5) years.
- 3) Contractor must be registered and maintain active registration with State Purchasing for the life of the contract. Registration may be completed by following the "Vendor Registration" link at www.purchasing.alabama.gov.
- 4) Contractor must comply with Beason-Hammon Alabama Taxpayer and Citizen Protection Act requirements.
- 5) Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.
- 6) Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office.
- 7) Contractor should provide contact information for Contractor's in-state government sales representatives as well as information regarding a secondary Contractor contact. Contact information will include a phone number and email address. Any changes should be immediately presented to the Division of Purchasing.
- 8) Netbooks, Tablets, iPads and related equipment cannot be purchased from this contract; however, agencies must utilize this contract to get service for these devices. Contract Users cannot purchase ePTT services under this Contract pursuant to Section 41-16-1-27.
- 9) The State of Alabama does not pay Federal, State or Local Excise Tax, E-911 tax, state or local sales tax. The State is required to pay the Alabama Mobile Telecommunications Services Tax, which is currently: 6%.
- 10) Vendors will not require users of this contract to sign any documents in order to receive service and/or equipment. A purchase order is the only document that will be submitted to the vendor. The purchase order will not reference the Master Agreement number or the PA.
- 11) If any action by a state or federal regulatory or legislative body or a court of competent jurisdiction invalidates, modifies or stays the enforcement of laws or regulations that were the basis for any rate(s), term(s) and or condition(s) set forth in this PA or otherwise affects the rights and obligations of a party hereunder, ("Change of Law Event"), either party to this PA may require modification of this PA to be consistent with the Change of Law Event by providing written notice (the "Notice") to the other party requesting that the parties negotiate an amendment to this PA to conform to the requirements of the Change of Law Event. The parties shall use best efforts to execute and deliver an amendment to this PA to conform to the requirements of the Change of Law Event within forty-five (45) days of the date of the Notice. If the parties are unable to agree to the terms of an amendment to address the Change of Law Event, the parties shall escalate the dispute for resolution to senior leadership, within their respective organizations, who are responsible for the operation of the services contemplated under this PA.