



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: 11-19-2020

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 CPHONE20A 1	Procurement Folder:	809107
Document Name:	CPHONE20A: Wireless Voice, Data, & Accessories	Reason for Modification:	
Document Description:	NASPO Mater Agreement No. 149 Categories 1 & 2		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2020-12-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-08-11

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000104765 AT&T CORP 208 S Akard ST  Dallas TX 75202 US Vendor Contact Phone: 999-999-9999 Extension:	Requestor Name: Mark A Atkins Requestor Phone: (304) 558-2307 Requestor Email: mark.a.atkins@wv.gov																				
<b>Discount Details:</b>																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 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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*MA 12/02/2020*

**PURCHASING DIVISION AUTHORIZATION**  
 DATE: *[Signature]*  
 ELECTRONIC SIGNATURE ON FILE

**ATTORNEY GENERAL APPROVAL AS TO FORM**  
 DATE: *[Signature]*  
 ELECTRONIC SIGNATURE ON FILE

**ENCUMBRANCE CERTIFICATION**  
*Beverly Tolson*  
 DATE: 12-15-2020  
 ELECTRONIC SIGNATURE ON FILE

*12/11/2020*

**Extended Description:**

CMA COOPERATIVE AWARD (NASPO)

STATEWIDE COOPERATIVE AWARD

CMA CPHONE20A: WIRELESS VOICE, DATA, & ACCESSORIES

This Statewide open-end contract with AT&T CORP is to provide Wireless Voice, Data, & Accessories to all agencies in the State of West Virginia via the attached Participating Addendum, the NASPO Master Agreement No. 149, Amendment\_1 dated 02/05/2020, all Incorporated herein by reference and made apart hereof.

Awarded: Category 1 - Cellular Wireless Services  
Category 2 - Equipment and Accessories

Effective Date of Contract: 12/01/2020 through 08/11/2024.

\*\*\*\*\*

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	83111803			LS	0.000000
	Service From	Service To			

Commodity Line Description: Wireless Voice, Data, & Accessories

Extended Description:  
See Attached Pricing

11/19/2020

**PARTICIPATING ADDENDUM  
UNDER THE  
NASPO VALUEPOINT  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
MASTER AGREEMENT NUMBER: MA149**

**PARTICIPATING ENTITY: STATE OF WEST VIRGINIA**  
WV Contract Number: CMA 0212 CPHONE20A

This Participating Addendum (this "PA") is made this 1st day of December, 2020 (the "PA Effective Date"), between the State of West Virginia ("Participating Entity"), and AT&T Corp. ("Contractor" or "AT&T") (Participating Entity 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 Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019 (as now or hereafter amended, restated or otherwise modified, the "Contract" or "Master Agreement").

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

**Section 2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participating Entity and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement.

**Section 3. Authorized Purchasing Entities.** Participating Entity hereby designates state agencies, cities, municipalities, political sub-divisions, and other government entities located in the state of West Virginia as authorized Purchasing Entities under the Agreement.

**Section 4. Purchase Orders.** Except as set forth herein, Purchase Orders must reference both Master Agreement #MA149 and the PA to be valid. Upon acceptance of any such valid Purchase Order, the corresponding Purchasing Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. Notwithstanding the foregoing, any Purchase Order submitted that does not properly reference the Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Terms and conditions inserted into a Purchase Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement. Any such attempts to add or incorporate such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void.

4.1 **Ordering Procedures.** Contractor must coordinate state agency orders with the West Virginia Office of Technology (WVOT) prior to providing services. The WVOT will assist the contractor in establishing ordering procedures for state agencies and order processing. Any questions regarding ordering, changes, cancellation or pricing should be submitted to [WVOT.Cell@wv.gov](mailto:WVOT.Cell@wv.gov)

**Section 5. Primary Contacts.**

**Participating Entity:**

Name: William M. Sheets  
Title: WV Purchasing Director  
Address: 2019 Washington St. East  
Charleston, WV 25305  
Telephone: (304) 558-2306  
E-Mail: [William.M.Sheets@wv.gov](mailto:William.M.Sheets@wv.gov)

**Lead State:**

Name: Christopher T. Jennings, J.D.  
Title: Assistant Director  
Address: 3140 State Office Building  
Salt Lake City, Utah  
Telephone: (801) 538-3157  
E-Mail: [ctjennings@utah.gov](mailto:ctjennings@utah.gov)

**Contractor Account Team:**

Name: Beth Frazier Spradlin  
Title: Client Solutions Executive  
Address: 816 Lee Street E  
Charleston, WV 25301  
Telephone: (304) 690-0140  
E-Mail: [ef8030@att.com](mailto:ef8030@att.com)

**Contractor Main:**

Name: Bethani Cross  
Title: Client Solutions Executive  
Address: 311 S Akard St.  
Dallas, TX 75202  
Telephone: 214-979-9053  
E-Mail: [bethani.cross@att.com](mailto:bethani.cross@att.com)

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

**Section 7. Miscellaneous.**

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

**7.2 Student Program.** The Parties acknowledge and agree that Students may receive wireless service in connection with the Agreement in accordance with the terms and conditions set forth in Exhibit "A" hereto and incorporated herein by reference.

**Section 8. [RESERVED]**

**Section 9. Custom Offers.** Contractor will provide Purchasing Entities under the Agreement the Custom Offers described in Attachment B, attached hereto and incorporated herein by reference.

**Section 10. State of West Virginia Modifications or Additional Terms and Conditions to the Master Agreement.** The Parties hereby acknowledge and agree to the following changes and modifications supplementing the Master Agreement terms and conditions.

**10.1 WV-96.** The terms contained in the Attachment A: WV-96 State of West Virginia Addendum to Vendor's Standard Contractual Forms is incorporated herein by reference and expressly modifies any conflicting terms contained in the Master Agreement and any related document.

**10.2 Categories.** The Parties acknowledge and agree that the only Products and Services available to Purchasing Entities hereunder are for Category 1 "Cellular Wireless Services," and Category 2 "Equipment & Accessories."

**10.3 Additional Terms.** The following additional terms are hereby expressly incorporated into the Agreement:

**10.3.1 PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**10.3.2 ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**10.3.3 BACKGROUND CHECK:** The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**10.4 MODIFICATIONS TO EXISTING TERMS OF THE AGREEMENT.** Contractor agrees to provide a quarterly utilization report reflecting Total Wireless spend to the State. The report will show the dollar volume of purchases by each Eligible User.

Contractor agrees to provide a quarterly utilization report reflecting Total Wireless spend to the State. The report shall include at a minimum the following data element:

Data Element:	Description:
Customer Name	Name of entity making the purchase. If customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E= University and Community College P= Political Subdivision O=Other Entity
PO#, Delivery Order #, or Other Authorization Type	Number provided by the customer to authorize the purchase.
Purchase Description	Description of the product or service purchased.
Quantity	Quantities (excluding returns) of products delivered. Enter quantity of (1) for a service.
Unit Price	Unit Price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase. Quantity delivered (x) unit price charged.

These reports will be provided in Excel format and sent via email to the WV Statewide Contracts Senior Buyer [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov) on a quarterly basis as follows:

PERIOD END  
March 31  
June 30  
September 30  
December 31

REPORT DUE  
May 15  
August 15  
November 15  
February 15

**10.5 Additional Products.** The term entitled "Additional Products" contained in the Contractor's Special Terms and Conditions (Attachment AA of the Master Agreement # MA149) is removed in its entirety.

**10.6 Acknowledgement.** The Pricing for certain Equipment and Services attached hereto as Exhibit B hereto, is the same Pricing as set forth in the Master Agreement and is specifically incorporated herein by reference.

**Section 11. Order of Precedence.** Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

- This PA; and all modifications incorporated in §10 of this Participating Addendum;
- The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

**Section 12. Entire Agreement.** The Master Agreement and this Participating Addendum set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

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

**AT&T CORP.**

**STATE OF WEST VIRGINIA**

By:   
, duly authorized

By:   
, duly authorized

Name: Mark Flister

Name: W. Michael Sheets

Title: Sr.Contract Manager

Title: Director, WV Purchasing Division

Date: 11/19/2020

Date: 12/01/2020

**ATTACHMENT A**

**STATE OF WEST VIRGINIA FORM WV-96**

State Agency, Board, or Commission (the "State"):

Vendor: AT&T Corp.

Contract/Lease Number ("Contract"): CMA 0212 CPHONE20A

Commodity/Service: Wireless Voice, Data, & Accessories

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** - Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** - Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** - The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** - Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** -Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** - Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** -Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** -Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** - Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.
12. **STATUTE OF LIMITATIONS** - Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT**- The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** - Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** - Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** -All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** - Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.  
Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE**- If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.



20. **AMENDMENTS** - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

**ATTACHMENT B – CUSTOM OFFERS**

**Section 1. Custom FirstNet Mobile Plans – Agency Paid.** Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §1 (including all sub-sections and Tables), Contractor will provide Participating Entity and its eligible CRUs the custom FirstNet Mobile Plans described in this Attachment B, §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 §1 and the applicable Sales Information, this §1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participating Entity’s account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers. For all Custom FirstNet Mobile Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice. The term “MSC” in the tables below means “Monthly Service Charge.”

**TABLE 1.1  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000GB</b>
<b>For use with an unsubsidized device</b>	\$15.99 MSC	\$26.08 MSC	\$37.95 MSC	\$227.00 MSC	\$412.00 MSC	\$1,917.00 MSC	\$3,682.00 MSC
<b>For use with a subsidized device</b>	\$35.99 MSC	\$46.08 MSC	\$57.95 MSC	\$247.00 MSC	\$432.00 MSC	\$1,937.00 MSC	\$3,702.00 MSC

**TABLE 1.2  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

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

**TABLE 1.3  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	<b>Add-a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000GB</b>
<b>For use with an unsubsidized device</b>	\$12.00 MSC	\$15.99 MSC	\$22.99 MSC	\$220.00 MSC	\$405.00 MSC	\$1,910.00 MSC	\$3,675.00 MSC

For use with a subsidized device	\$22.00 MSC	\$25.99 MSC	\$32.99 MSC	\$230.00 MSC	\$415.00 MSC	\$1,920.00 MSC	\$3,685.00 MSC
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**TABLE 1.4  
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

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

**TABLE 1.5  
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

<b>Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone</b>	\$9.99 MSC
<b>Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone</b>	\$17.99 MSC

**TABLE 1.6  
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

<b>Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets</b>	\$2.00 MSC
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**Section 2. Custom FirstNet Mobile Plans – Subscriber Paid.** In addition to FirstNet Mobile Plans available to Participating Entity and its CRUs, Contractor offers a subscriber paid version of such Plans to eligible individuals associated with a Primary User Public Safety Entity. Participating Entity hereby authorizes AT&T to provide such individuals with the discounts set forth in §2 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Participating Entity must remain eligible for the Custom FirstNet Mobile Plans described in §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 Participating Entity, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 2.1  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	<b>For use with Smartphone 2GB</b>	<b>For use with Smartphone 5GB</b>	<b>For use with Feature Phone 100MB</b>	<b>For use with Tablet 2GB</b>	<b>For use with Tablet 5GB</b>
<b>Monthly Service Charge</b>	\$26.08	\$37.95	\$10.99	\$15.99	\$22.99

**TABLE 2.2  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

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

**Section 3. Custom Offers.** Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Participating Entity and its eligible CRUs the following custom offers: (a) the recurring credits described in §3.1 herein (the "Recurring Credits"); (b) the custom Business Pooled Nation plans with unlimited data described in §3.2 herein (the "Custom Business Pooled Nation Plans with Unlimited Data") (c) the custom Business Pooled Nation plans with tethering described in § 3.3 herein (the "Custom Business Pooled Nation Plans with Tethering"); (d) the custom Business Pooled Nation integrated plans described in §3.4 herein (the "Custom Business Pooled Nation Integrated Plans"); the custom Business Pooled Nation integrated plans with unlimited messaging described in §3.5 herein (the "Custom Business Pooled Nation Integrated Plans With Unlimited Messaging"); the custom Business Pooled Nation Voice Only plans described in §3.6 herein (the "Custom Business Pooled Nation Voice Only Plans") (the Recurring Credits, the Custom Business Pooled Nation Plans with Unlimited Data, the Custom Business Pooled Nation Plans with Tethering, the Custom Business Pooled Nation Integrated Plans, the Custom Business Pooled Nation Integrated Plans With Unlimited Messaging, and the Custom Business Pooled Nation Voice Only Plans are, at times, referred to together herein as the "Custom Offers"). The Custom Offers are available for the term of the Agreement. The Custom Offers are not available to IRUs. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. In accordance with the Agreement, each of the Custom Offers is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, Custom Offers will be provided only if Participating Entity's account is active and in good standing with respect to the applicable CRU. The Custom Offers 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.

**3.1 Recurring Credits.** AT&T will provide Recurring Credits to Participating Entity's CRUs in accordance with Table 3.1. Recurring Credits are provided each month and are only available to Participating Entity's CRUs who (a) activate or migrate Service on the corresponding Plan or feature; and (b) remain on Service under such Plan or feature at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount.

**TABLE 3.1  
RECURRING CREDITS**

<b>PLAN OR FEATURE</b>	<b>RECURRING CREDITS (Per Month)</b>
Business Connect Pooled 250MB Plan with an MSC of \$49.99	\$21.66
Business Connect Pooled 50MB Plan with an MSC of \$39.99	\$23.99
Business Telemetry Connect 5MB Plan with an MSC of \$17.99	\$8.66
Unlimited SMS Feature with an MSC of \$20.00 when activated with a Voice Service Plan with an MSC of \$34.99 or higher	\$20.00
Integrated Messaging 200 plan with an MSC of \$5.00 when combined with a Voice Service with an MSC of \$12.99 or higher	\$5.00
Integrated Messaging 1000 plan with an MSC of \$20.00 when combined with a Voice Service with an MSC of \$12.99 or higher	\$10.00
Messaging Unlimited plan with an MSC of \$20.00 when combined with a Voice Service with an MSC of \$12.99 or higher	\$10.00
ePTT Add-On with an MSC of \$5.00 when combined with a Voice Service Plan with of MSC of \$15.99 or higher	\$2.00
ePTT Unlimited with an MSC of \$30.00	\$4.68

**3.2 Custom Business Pooled Nation Plans with Unlimited Data.** The Custom Business Pooled Nation Plans with Unlimited Data do not allow tethering, and are further described in Table 3.2.

**TABLE 3.2  
CUSTOM BUSINESS POOLED NATION PLANS WITH UNLIMITED DATA**

	<b>Business Pooled Nation AAL</b>	<b>Business Pooled Nation 300 Plan</b>	<b>Business Pooled Nation 450 Plan</b>	<b>Business Pooled Nation 900 Plan</b>
<b>Monthly Service Charge</b>	<b>\$47.49</b>	<b>\$58.07</b>	<b>\$60.97</b>	<b>\$81.68</b>
<b>Anytime Minutes</b>	N/A	300	400	900
<b>Voice Overage Rate</b>	N/A	\$0.25	\$0.25	\$0.25
<b>Included Nights &amp; Weekend Minutes</b>	N/A	5000	5000	Unlimited
<b>Included Mobile to Mobile Minutes</b>	N/A	Unlimited	Unlimited	Unlimited
<b>Domestic Long Distance</b>	N/A	Included	Included	Included
<b>Domestic Roaming</b>	N/A	Included	Included	Included
<b>Monthly Service Charge Discount</b>	N/A	N/A	N/A	N/A
<b>Rollover Minutes</b>	N/A	N/A	N/A	N/A
<b>Included Domestic Data Access</b>	N/A	Unlimited	Unlimited	Unlimited
<b>Unlimited Text</b>	N/A	Yes	Yes	Yes

**3.3 Custom Business Pooled Nation Plans with Tethering.** The Custom Business Pooled Nation Plans with Tethering are further described in Table 3.3.

**TABLE 3.3  
CUSTOM BUSINESS POOLED NATION PLANS WITH TETHERING**

	<b>Business Pooled Nation AAL</b>	<b>Business Pooled Nation 300 Plan</b>	<b>Business Pooled Nation 450 Plan</b>	<b>Business Pooled Nation 900 Plan</b>
<b>Monthly Service Charge</b>	<b>\$35.99</b>	<b>\$48.08</b>	<b>\$50.97</b>	<b>\$71.68</b>
<b>Anytime Minutes</b>	N/A	300	400	900
<b>Voice Overage Rate</b>	N/A	\$0.25	\$0.25	\$0.25
<b>Included Nights &amp; Weekend Minutes</b>	N/A	5000	5000	Unlimited
<b>Included Mobile to Mobile Minutes</b>	N/A	Unlimited	Unlimited	Unlimited
<b>Domestic Long Distance</b>	N/A	Included	Included	Included
<b>Domestic Roaming</b>	N/A	Included	Included	Included
<b>Monthly Service Charge Discount</b>	N/A	N/A	N/A	N/A

<b>Rollover Minutes</b>	N/A	N/A	N/A	N/A
<b>Included Domestic Data Access</b>	N/A	5GB	5GB	5GB
<b>Data Overage</b>	N/A	\$10/GB	\$10/GB	\$10/GB

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

**3.4 Custom Business Pooled Nation Integrated Plans.** The Custom Business Pooled Nation Integrated Plans are further described in Table 3.4.

**TABLE 3.4  
CUSTOM BUSINESS POOLED NATION INTEGRATED PLANS**

	<b>Business Pooled Nation AAL</b>	<b>Business Pooled Nation 300 Plan</b>	<b>Business Pooled Nation 450 Plan</b>	<b>Business Pooled Nation 900 Plan</b>
<b>Monthly Service Charge</b>	<b>\$32.00</b>	<b>\$44.75</b>	<b>\$48.00</b>	<b>\$65.00</b>
<b>Anytime Minutes</b>	N/A	300	400	900
<b>Voice Overage Rate</b>	N/A	\$0.25	\$0.25	\$0.25
<b>Included Nights &amp; Weekend Minutes</b>	N/A	5000	5000	Unlimited
<b>Included Mobile to Mobile Minutes</b>	N/A	Unlimited	Unlimited	Unlimited
<b>Domestic Long Distance</b>	N/A	Included	Included	Included
<b>Domestic Roaming</b>	N/A	Included	Included	Included
<b>Monthly Service Charge Discount</b>	N/A	N/A	N/A	N/A
<b>Rollover Minutes</b>	N/A	N/A	N/A	N/A
<b>Included Domestic Data Access</b>	N/A	5GB	5GB	5GB
<b>Data Overage</b>	N/A	\$10/GB	\$10/GB	\$10/GB

**3.5 Custom Business Pooled Nation Integrated Plans With Unlimited Messaging.** The Custom Business Pooled Nation Plans with Unlimited Messaging are further described in Table 3.5.

**TABLE 3.5  
CUSTOM BUSINESS POOLED NATION INTEGRATED PLANS WITH UNLIMITED MESSAGING**

	<b>Business Pooled Nation AAL</b>	<b>Business Pooled Nation 300 Plan</b>	<b>Business Pooled Nation 450 Plan</b>	<b>Business Pooled Nation 900 Plan</b>
<b>Monthly Service Charge</b>	<b>\$42.00</b>	<b>\$54.75</b>	<b>\$58.00</b>	<b>\$75.00</b>
<b>Anytime Minutes</b>	N/A	300	400	900
<b>Voice Overage Rate</b>	N/A	\$0.25	\$0.25	\$0.25

<b>Included Nights &amp; Weekend Minutes</b>	N/A	5000	5000	Unlimited
<b>Included Mobile to Mobile Minutes</b>	N/A	Unlimited	Unlimited	Unlimited
<b>Domestic Long Distance</b>	N/A	Included	Included	Included
<b>Domestic Roaming</b>	N/A	Included	Included	Included
<b>Monthly Service Charge Discount</b>	N/A	N/A	N/A	N/A
<b>Rollover Minutes</b>	N/A	N/A	N/A	N/A
<b>Included Domestic Data Access</b>	N/A	5GB	5GB	5GB
<b>Data Overage</b>	N/A	\$10/GB	\$10/GB	\$10/GB
<b>Unlimited Messaging</b>	Included	Included	Included	Included
AAL Limited to 1:1 ratio with Business Pooled Nation Plans with an MSC of \$34.99 or higher				

**3.6 Custom Business Pooled Nation Voice Only Plans.** The Custom Business Pooled Nation Voice Only Plans are further described in Table 3.6.

**TABLE 3.6  
CUSTOM BUSINESS POOLED NATION VOICE ONLY PLANS**

	<b>Business Pooled Nation AAL</b>	<b>Business Pooled Nation 300 Plan</b>	<b>Business Pooled Nation 450 Plan</b>	<b>Business Pooled Nation 600 Plan</b>
<b>Monthly Service Charge</b>	<b>\$11.24</b>	<b>\$23.62</b>	<b>\$29.99</b>	<b>\$48.74</b>
<b>Anytime Minutes</b>	N/A	300	400	900
<b>Voice Overage Rate</b>	N/A	\$0.25	\$0.25	\$0.25
<b>Included Nights &amp; Weekend Minutes</b>	N/A	5000	5000	Unlimited
<b>Included Mobile to Mobile Minutes</b>	N/A	Unlimited	Unlimited	Unlimited
<b>Domestic Long Distance</b>	N/A	Included	Included	Included
<b>Domestic Roaming</b>	N/A	Included	Included	Included
<b>Monthly Service Charge Discount</b>	N/A	N/A	N/A	N/A
<b>Rollover Minutes</b>	N/A	N/A	N/A	N/A
AAL Limited to 1:1 ratio with Business Pooled Nation Plans with an MSC of \$34.99 or higher				



Contract # MA149-1

# STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

AT&T Corp.  
 \_\_\_\_\_  
 Name  
One AT&T Way  
 \_\_\_\_\_  
 Address  
Bedminster New Jersey 07921-0752  
 City State Zip

LEGAL STATUS OF CONTRACTOR  
 Sole Proprietor  
 Non-Profit Corporation  
 For-Profit Corporation  
 Partnership  
 Government Agency

Contact Person Donnie Powell Phone #(214) 208-2353 Email dp1416@att.com  
 Vendor #VC0000115383 Commodity Code #72551.91579

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Contractor is permitted to provide wireless solutions identified in the Master Agreement to Participating Entities once a Participating Addendum has been signed.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid#CJ18012.

4. CONTRACT PERIOD: Effective Date: 12/6/2019 Termination Date: 8/11/2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): May be extended an additional 5 years.

5. Subject to Master Agreement §1(a), the Master Agreement includes the following:

- |  |   |
|--|---|
| ATTACHMENT A: Master Terms and Conditions                | ATTACHMENT J: Award Category 3 Reporting Template |
| ATTACHMENT AA: Contractor's Special Terms and Conditions | ATTACHMENT L: Network Technology Questionnaire    |
| ATTACHMENT B: Scope of Work                              | ATTACHMENT M: New Product Request Form            |
| ATTACHMENT C: Cost Sheet                                 | ATTACHMENT N: New Product Log                     |
| ATTACHMENT G: Plan Description                           | ATTACHMENT S: Security Disclosure                 |
| ATTACHMENT H: Award Category 1 Reporting Template        | ATTACHMENT V: Award Category Sheet                |
| ATTACHMENT I: Award Category 2 Reporting Template        | ATTACHMENT W: Award Category Sheet                |

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid #CJ18012.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Linda J Cottingham 12/03/19  
 Contractor's signature Date

STATE

[Signature] Dec 4, 2019  
 Director, Division of Purchasing Date

Linda J Cottingham - Sr. Contract Manager  
 Type or Print Name and Title

<u>Christopher Jennings</u> Division of Purchasing Contact Person	<u>801-538-3157</u> Telephone Number	<u>N/A</u> Fax Number	<u>ctjennings@utah.gov</u> Email
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**Attachment A:  
NASPO ValuePoint Master Agreement Terms and Conditions**



**Attachment A:  
NASPO ValuePoint Master Agreement Terms and Conditions**

**1. MASTER AGREEMENT ORDER OF PRECEDENCE**

a. The Master Agreement consists of the documents set forth in §1(a)(2) through §1(a)(7) below (the "Master Agreement"). A valid Participating Addendum combined with the Master Agreement constitutes the full agreement between Contractor and the corresponding Participating Entity and its Purchasing Entities (the "Agreement"). In the event of any conflicts between the documents comprising the Agreement, the following constitutes the order of precedence:

- (1) The Purchasing Entity's applicable Participating Addendum;
- (2) State of Utah Cooperative Contract Cover Page;
- (3) NASPO ValuePoint Master Agreement Terms & Conditions;
- (4) A Purchase Order issued against the Master Agreement;
- (5) The Specifications or Statement of Work;
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State, including Exhibit AA to the Master Agreement (Contractor's Special Terms and Conditions);
- (7) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

## 2. DEFINITIONS

**“Acceptable Use Policy”** means Contractor’s Acceptable Use Policy which applies to (a) Services provided over or accessing the internet; and (b) wireless (i.e., cellular) data and messaging Services. The AUP can be found at [www.att.com/aup](http://www.att.com/aup) or other locations Contractor may designate.

**“Acceptance”** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

**“Confidential Information”** means, except as may be required by applicable law or regulation: (a) information the parties or their Affiliates share with each other in connection with the Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) the Agreement.

**“Contractor”** means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement.

**“Embedded Software”** means one or more software applications which permanently reside on a computing device.

**“Intellectual Property”** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**“Lead State”** means the state centrally administering any resulting Master Agreement(s).

**“Master Agreement”** has the definition set forth in §1(a) herein.

**“NASPO ValuePoint”** is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO), a non-profit organization formed in 1947 to promote public procurement throughout the country. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and the NASPO ValuePoint administrative fee; and may perform contract administration functions relating to collecting and receiving reports and fees, as well as other contract administration functions as

assigned by the Lead State.

**“Order” or “Purchase Order”** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order Services and/or Products under the Agreement.

**“Participating Addendum”** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and (A) provisions required under the laws of the corresponding State; and/or (B) provisions mutually agreed upon between such Participating Entity and Contractor.

**“Participating Entity”** means a state, or other authorized entity that has properly executed a Participating Addendum.

**“Participating State”** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

**“Product”** means any Service, equipment, software (including embedded software), documentation, service or other deliverables supplied or created by Contractor pursuant to this Master Agreement. The terms Product, supplies and services, and products and services are used interchangeably in these terms and conditions.

**“Purchasing Entity”** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states authorized to place an Order against a Participating Addendum and the Master Agreement.

**“Service”** means commercial mobile radio services (including, without limitation, Voice Service, Wireless Data Service), and Additional Products provided by Contractor pursuant to the Contract.

**“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 Master Agreement, less taxes, fees and surcharges. Regulatory Fees and Surcharges include, but are not limited to, the FUSF/UCC (Federal Universal Service Fee / Universal Connectivity Charge), the AEF (Administrative Expense Fee), the FRF (Federal Regulatory Fee), the PTA (Property Tax Allotment), the FARF (Federal Access Recovery Fee), the CLC (Carrier Line

Charge), and the SLC/EUCL (Subscriber Line Charge / End User Carrier Line charge).

## **NASPO ValuePoint Program Provisions**

### **3. TERM OF THE MASTER AGREEMENT**

a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be extended beyond the original contract period for up to five (5) additional years by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time in adherence to the Lead State's Procurement Code, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

### **4. AMENDMENTS**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

### **5. PARTICIPANTS AND SCOPE**

a. Contractor may not deliver Products or perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Purchasing Entity, except to the extent altered, modified, supplemented or amended by a Participating Addendum or included in a Purchase Order as expressly required by a Purchasing Entity's laws or regulations. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

**b.** Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

**c.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a PA and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the Orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

**d.** NASPO ValuePoint, a division of the National Association of State Procurement Officials (NASPO), is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

**e.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

**f.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. The Participating Entity must coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; the Participating Entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. Subject to any explicit permission in a PA, Purchasing Entities may not resell Products. Absent any such explicit permission, this limitation does not prohibit: (i) payments by employees of a Purchasing Entity as explicitly permitted under the Agreement; (ii) transfer of tangible Products (not including Service) between public agencies; (iii) sales of tangible Products (not including Service) as surplus property; and (iv) fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

## **6. ADMINISTRATIVE FEES**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend. The Administrative Fees will be calculated after each calendar quarter and AT&T will pay the quarterly amount due no later than seventy-five (75) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on Total Wireless Spend. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may request an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. If AT&T agrees to such a request, then the fee level, payment method and schedule for such reports and payments will be incorporated into the corresponding PA. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such state-level administrative fees shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

## **7. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS**

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>, or as otherwise agreed to by the Parties in writing. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state for Government Responsible accounts. A separate report shall be submitted and reported as cumulative totals by state for Individual Responsible (IRU)

accounts. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than forty-five (45) days following the end of the calendar quarter (as specified in the reporting tool).

**b. Detailed Sales Data.** Contractor shall also report detailed sales data using the format provided in Attachments H, I, J and K. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint no later than forty-five days after the end of the reporting period. Reports shall be delivered to the Lead State and to NASPO ValuePoint electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under this Master Agreement.

**c. Reportable Sales.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

**d. Executive Summary.** Contractor shall provide NASPO ValuePoint with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary. The executive summary is due forty-five days after the conclusion of each calendar quarter.

**e. Ownership.** Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **8. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING, TRAINING, AND PERFORMANCE REVIEW**

**a.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement including the competitive nature of NASPO ValuePoint procurements, the Master Agreement, PA process, and the manner in which qualified entities can participate in the Master

Agreement.

b. Contractor agrees, as PAs become executed, if requested by ValuePoint personnel to provide proposals to launch the program within the Participating State. Such proposals will include time frames to launch the Agreement and confirmation that the Contractor's website has been updated to properly reflect the offer as available in the Participating State.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider the Participating Entity's proposed terms and conditions, as deemed important to the Participating Entity, for possible inclusion into the Participating Addendum. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of Administrative Fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than one year after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.



**9. [RESERVED]**

**10. RIGHT TO PUBLISH**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

**11. PRICE AND RATE GUARANTEE PERIOD**

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate increase must be for an equal guarantee period and must be made at least (90 Days) days prior to the requested effective date. Requests for price or rate increases must include sufficient documentation supporting the request. Any such adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

**12. INDIVIDUAL CUSTOMERS**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity is responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

**Administration of Orders**

**13. ORDERING**

a. Contractor shall provide, by phone or online system, a means and method for providing Order reference numbers and tracking orders.

b. Purchasing Entities may define entity or project-specific requirements and

informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated, or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which NASPO Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with each Purchasing Entity’s rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Purchase Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Purchase Orders placed pursuant to an Agreement, at a minimum, shall include:

- (1) The Products being ordered;
- (2) The date of the Purchase Order;
- (3) The place and requested time of delivery;
- (4) A billing address;
- (5) The name, phone number, and address of the Purchasing Entity representative;
- (6) The price per hour or other pricing elements consistent with this Master Agreement and the contractor’s proposal;
- (7) A ceiling amount of the Purchase Order for Products being ordered; and
- (8) The Master Agreement identifier.

g. All communications concerning administration of Purchasing Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity’s purchasing office, or to such other individual identified in writing in the Purchase Order.

h. Purchase Orders must be placed pursuant to this Master Agreement prior to the termination date thereof but may have a delivery date or performance period up to 120 days

past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Purchasing Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Purchase Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Purchase Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

#### **14. SHIPPING AND DELIVERY**

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. The minimum shipment amount, if any, will be found Exhibit AA. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. In the event a Participating Entity intends to negotiate for Inside Deliveries, AT&T agrees to negotiate in good faith with such Participating Entity to include corresponding language in its PA.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

#### **15. LAWS AND REGULATIONS**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

#### **16. INSPECTION AND ACCEPTANCE**

a. Where the Master Agreement or an Order does not otherwise specify a process

for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any Products or Services performed do not conform to Master Agreement requirements, the Purchasing Entity may require the Contractor to provide the Products and/or perform the Services again in conformity with Master Agreement requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to Master Agreement requirements; and reduce the Master Agreement price to reflect the reduced value of the Products provided and/or the Services performed.

d. The warranty period shall begin upon delivery except as otherwise set forth in a statement of work.

e. Acceptance Testing may be explicitly set out in a Scope of Work ("SOW") to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement or SOW for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. Unless otherwise set forth in a SOW, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing

Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

## **17. PAYMENT**

**a. Payment.** Each Purchasing Entity must pay all charges, including, without limitation, airtime, roaming, recurring monthly service, optional feature charges, license fees, toll, collect call and directory assistance charges, Service charges, Equipment charges, Additional Products charges, and any other charges or calls billed to its CRUs' phone number. Purchasing Entities may be billed for multiple types of usage simultaneously. Purchasing Entities must also pay administrative and late payment fees, restoral and reactivation charges, and any Other Monthly Charges (as defined in Attachment AA, Contractor's Special Terms and Conditions, §9). For any termination of a CRU account (including when a Number is switched to another carrier), Purchasing Entity will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. Payment is due within forty-five (45) days after the date of the invoice.

**b. Taxes.** Subject to this §17(b), Purchasing Entities must pay applicable taxes and governmental fees regardless of whether they are imposed on a Purchasing Entity, a CRU, Contractor, or Carrier. Notwithstanding the foregoing, Contractor acknowledges that in certain instances, a Purchasing Entity may be tax-exempt. Contractor will accord the proper tax-exempt status to each Purchasing Entity that properly establishes such status. Notwithstanding this tax-exempt status, each Purchasing Entity must pay any and all taxes, fees, surcharges and other charges incurred under the Agreement not covered by its tax-exempt status.

**c. Overdue Account Charges.** Payment after Acceptance is normally made within forty-five (45) days following the date of the invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

**d. Purchasing Card.** Payments will be remitted by mail or by electronic fund

transfer (EFT). Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

## **18. WARRANTY**

**18.1 General.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. Except as specifically set forth above or expressly set forth in a scope of work for services, Contractor makes no representations or warranties, express or implied, and specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title, non-infringement or any warranty arising by usage of trade or course of dealing. Further, Contractor makes no representation or warranty that wireless calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or any similar emergency response number), or guarantee regarding network security, the encryption employed by any service, the integrity of any data that is sent, backed up, stored or subject to load balancing, or that contractor's security procedures will prevent the loss or alteration of, or improper access to, a Participating Entity's data and information. Contractor does not authorize anyone to make a warranty of any kind on its behalf, and Participating Entities should not rely on anyone making such statements. Contractor is not the manufacturer of equipment purchased by or provided to participating entities in connection with use of the service. Notwithstanding the foregoing, Contractor will pass through any and all manufacturer's warranty to the fullest extent allowed under law.

**18.2 No Optimization Warranty.** Notwithstanding any other provision in the Agreement including, without limitation, Contractor's response to RFP Attachment B, §6.1.3 Contractor, the Lead State, NASPO, and any and all Participating Entities and Purchasing Entities under the Agreement hereby acknowledge and agree (a) that nothing in the Agreement, including the RFP, the Solicitation, and/or Contractor's response to the Solicitation, requires Contractor to provide an Optimization, Optimization Reports, suggestions, or guidance about ways to use or change Services or Products to Optimize, reduce or otherwise lessen a Purchasing Entity's charges incurred under the Agreement; and (b) that for any analysis or reporting that AT&T provides, there is no contractual guarantee or any other legally enforceable right that the reporting will Optimize, reduce or otherwise lessen a Purchasing Entity's charges incurred under the Agreement.

**18.3 Optimization.** The Parties acknowledge and agree that, notwithstanding any industry or other definition, the contents of an optimization report hereunder shall be defined as follows: "Optimize" or "Optimization Report" means an individual Purchasing Entity working with Contractor to find a plan best suited to the most effective use of Contractor's Service without any guarantee of cost savings or other advantage by Contractor.

## **19. TITLE OF PRODUCT**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Contractor grants to the Purchasing Entity a non-exclusive, royalty free, perpetual license to use the Embedded Software to achieve the purposes of the Master Agreement. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

## **20. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY**

Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between the Purchasing Entity and either the licensor, the third-party service provider or the manufacturer to which the Contractor is not a Party. Upon request by the Purchasing Entity, Contractor shall provide to the Purchasing Entity a copy of all applicable license agreements relating to the placement of an Order for Software, Purchased Equipment or Third-Party Services. The Purchasing Entity's use of Software, Purchased Equipment or Third-Party Services is that Purchasing Entity's agreement to comply with such separate license, unless prohibited by law.

## **General Provisions**

### **21. INSURANCE**

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers eligible to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Required Coverage shall be written on an occurrence basis. The acceptable limits shall be as indicated below:

- (1) Commercial General Liability per ISO CG form 00 01 or equivalent covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of \$1 million per

occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide written notice to a Participating Entity, with thirty days' notice of cancellation or nonrenewal of any required coverage that is not replaced or fails to meet the requirements set forth herein.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) includes the Participating States identified in the Request for Proposal as additional insureds, and provides that the Contractor's required commercial general liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state. Contractor may self-insure any required coverage and will notify Lead State with written notice thirty (30) calendar days in advance. In the event that Contractor opts to self-insure, Contractor shall comply with reasonable requests for information from Lead State's risk managers.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## **22. RECORDS ADMINISTRATION AND AUDIT**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect the accuracy of AT&Ts invoices to the Participating Entities and corresponding Administrative Fees. Contractor may redact from the



billing records provided to Participating Entity any information that reveals the identity or non-public information of other Contractor customers or other Contract Confidential Information that is not relevant to the purposes of the review, performance and administration of payments and fees. Once every twelve (12) months during the term of the Agreement, the State may review AT&T's relevant billing records for a period not to exceed the preceding twelve (12) months; except the State may conduct, at its own expense, additional audits required by a separate auditing body within the State as part of its routine audits or as a result of an investigation. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, billing, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. The State may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's Confidential Information. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall correct any billing error that is revealed in a billing review, including refunding any overpayment by reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records in the form of a credit within two (2) full billing cycles, and/or (ii.) invoice the State any underpayments as soon as reasonably practicable under the circumstances.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit Master Agreement obligations and that permits the Lead State to review compliance with those obligations.

### **23. CONFIDENTIALITY, NON-DISCLOSURE, AND INJUNCTIVE RELIEF**

a. **Confidentiality.** The Parties acknowledge that they and their employees or agents may, in the course of performing under this Master Agreement, be exposed to or acquire information that is confidential or proprietary to the other party. Any and all information of any form that is marked as confidential or proprietary or would by its nature be deemed confidential or proprietary, including, but not limited to, (1) business records, (2)

personnel records, and (3) personally identifying information, shall be considered confidential or proprietary information. Any reports or other documents or items (including software) that result from the use of the confidential or proprietary information by a party shall be treated in the same manner as the confidential or proprietary information. Confidential or proprietary information does not include information that (A) is or becomes publicly known; (B) is rightfully in a party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; or (C) is disclosed with the written consent of the other party. Pursuant to relevant public records law, information or documents the Lead State or Purchasing Entity receives from Contractor may be open to public inspection and copying. The Lead State or Purchasing Entity may have the duty to disclose unless a particular record falls within an exemption. Contractor may label specific documents or verbally indicate in presentations or meetings, including specific portions thereof, as a "confidential" or "proprietary" in accordance with relevant public records law.

**b. Non-Disclosure.** Except as may be required by law, the Parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third-parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. The Parties and Purchasing Entities shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, each Party and each Purchasing Entity shall advise the other Party and/or Purchasing Entity, the applicable Participating Entity, and the Lead State immediately if such Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and such Party shall at its expense cooperate with the others in seeking injunctive or other equitable relief in the name of the Purchasing Entity, Participating Entity or Party against any such person. Except as directed by a Party the other Party, any Purchasing Entity and the applicable Participating Entity will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, such Party shall turn over to the other Party, the Purchasing Entity and/or the applicable Participating Entity all documents, papers, and other matter in such Party's, Purchasing Entity's, or Participating Entity's possession that embody Confidential Information. Notwithstanding the foregoing, a Party, a Purchasing Entity and a Participating Entity may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

**c. Injunctive Relief.** The Parties acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to a Party and/or a Purchasing Entity that is inadequately compensable in damages. Accordingly, a Party, Purchasing Entity, and/or Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The Parties, all Purchasing Entities, and all Participating Entities acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of such entities and are reasonable in scope and content.

**d. Public Disclosure Laws.** These provisions shall be applicable only to the extent they are not in conflict with the applicable public records law of the Lead State or Purchasing Entity.

**e. Extension of Rights.** The rights granted under this section 23 shall also extend to NASPO ValuePoint's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the Participating Entity, Purchasing Entity, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to §22. To the extent permitted by law, a Party, Purchasing Entity, Participating Entity, and/or NASPO ValuePoint shall notify the affected entity of the identify of any entity seeking access to the Confidential Information described in this subsection.

**f. Consents.** Participating Entities are deemed to have consented to the sharing of customer proprietary network information (CPNI) and account information with the Lead State and NASPO ValuePoint as a condition of utilizing this Master Agreement with its associated pricing. Said information will only be used for purposes of calculating the administrative fees to which NASPO ValuePoint may be entitled for administering this contract. Where such information is required by any Participating State, which may impose its own administrative fee, such information may also only be used by it for purposes of calculating the administrative fee to which it may be entitled.

## **24. PUBLIC INFORMATION**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information and public records laws.

## **25. ASSIGNMENT/SUBCONTRACTS**

**a. Assignment.** Contractor shall not assign, sell, transfer, subcontract or sublet

rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Such approval shall not be unreasonably withheld. Notwithstanding the foregoing, prior written approval of the Lead State is not necessary for changes in control of Contractor, including mergers or acquisitions, or for subcontracts necessary to support Contractor's regular operations. Upon request from the Lead State or a Participating Entity, changes in control, including mergers or acquisitions may require the execution of a mutually agreeable assignment agreement between the Parties. If the Lead State or a Participating Entity is unable to execute an assignment agreement subject to a legal restriction or lack of legally required approval, the Participating Entity may terminate its Participating Addendum upon thirty (30) days' written notice to Contractor.

**b. Reservation of Rights.** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

## **26. CHANGES IN CONTRACTOR REPRESENTATION**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within ten (10) calendar days of the change. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

## **27. INDEPENDENT CONTRACTOR**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

## **28. CANCELLATION**

**a. General.** Unless otherwise stated, this Master Agreement may be canceled by either Party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products or Services delivered and accepted, rights attending any warranty or default in

performance in association with any Order, and requirements for records administration and audit.

**b. Termination/Suspension.**

(i) This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

(ii) The following additional termination and/or suspension provisions apply:

(A) **Material Breach.** If either party commits and Event of Default (see §31(a)(i)) fails to perform or observe any material warranty, representation, term or condition of the Master Agreement, including non-payment of charges, and such failure continues un-remedied for thirty (30) days after receipt of notice, the aggrieved party may terminate (and Contractor may suspend and later terminate) the affected Service components and, if the breach materially and adversely affects the entire Master Agreement, terminate (and Contractor may suspend and later terminate) the entire Master Agreement.

(B) **Materially Adverse Impact.** If Contractor revises a Service Guide, the revision has a materially adverse impact on Participating Entity and Contractor does not affect revisions that remedy such materially adverse impact within thirty (30) days after receipt of notice from Participating Entity, then Participating Entity may, as Participating Entity's sole remedy, elect to terminate the affected Service components on thirty (30) days' notice to Contractor, given not later than ninety (90) days after Participating Entity first learns of the revision to the Service Guide. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(C) **Internet Services.** If Participating Entity fails to rectify a violation of the AUP within fifteen (15) days after receiving notice from Contractor, Contractor may suspend the affected Service components. Contractor reserves the right, however, to suspend or terminate immediately when: (1) Contractor's suspension or termination is in response to multiple or repeated AUP violations or complaints; (2) Contractor is acting in response to a court order or governmental notice that certain conduct must be stopped; or (3) Contractor reasonably determines that (x) It may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if Contractor were to allow the violation to continue; (y) such violation may harm or interfere with the integrity, normal operations or security of Contractor's network or networks with which Contractor is interconnected or may interfere with another customer's use of Contractor services or the Internet; or (z) such violation otherwise presents an imminent risk of harm to Contractor,

Contractor's customers or its or their respective employees.

(D) **Fraud or Abuse.** Contractor may terminate or suspend an affected Service or Service component if a corresponding Purchasing Entity, in the course of breaching the Agreement: (1) commits a fraud upon Contractor; (2) uses the Service to commit a fraud upon another party; (3) unlawfully uses the Service; (4) abuses or misuses Contractor's network or Service; or (5) interferes with another customer's use of Contractor's network or services.

(E) **Infringing Services.** If the options described in §34 are not reasonably available, Contractor may at its option terminate the affected Services or Service components without liability other than as stated in §34.

(F) **Hazardous Materials.** If Contractor encounters any hazardous materials at the site, Contractor may terminate the affected Services or Service components or may suspend performance until Purchasing Entity removes and remediates the hazardous materials at Purchasing Entity's expense in accordance with applicable law.

(G) **Non-Appropriations of Funding.** If Purchasing Entity is a government entity dependent on government funding, by participating in this Master Agreement, Purchasing Entity agrees that Purchasing Entity has funds appropriated and available to pay all amounts due hereunder through the end of Purchasing Entity's current fiscal period. In the event Purchasing Entity is unable to obtain the necessary appropriations or funding for the Products provided under this Master Agreement, Purchasing Entity may terminate the Products without liability for the Termination Charges set forth in this §28 upon the following conditions: (1) Purchasing Entity has taken appropriate actions necessary to obtain adequate appropriations or funding; and (2) despite Purchasing Entity's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services. Purchasing Entity must provide Contractor thirty (30) days' written notice of its intent to terminate the Services under this section. Termination of the Products for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Purchasing Entity terminates the Products under this Master Agreement under this section, Purchasing Entity agrees as follows: (x) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (y) it will not contract with any other provider for the same or substantially similar services or equipment for the immediately subsequent, non-funded, fiscal year.

(H) This Master Agreement may be terminated by either the Lead State or Contractor upon sixty (60) days' written notice prior to the effective date of the termination. Termination may be in whole or in part. Further, Contracting and a Participating Entity may, but are not required to, negotiate mutually acceptable termination for convenience language in their corresponding Participating Addendum.

(I) Any termination under this §28 shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for Products provided and accepted, data ownership, Contractor obligations regarding Purchasing Entity's data, and any responsibilities arising out of a Security Incident or Data Breach. Termination of the Master Agreement due to Contractor default may be immediate.

**c. Effect of Termination.**

(i) Termination or suspension by either party of a Service or Service component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service component.

(ii) If a Service or Service component is terminated, Purchasing Entity will pay all amounts incurred prior to the effective date of termination.

**d. Termination Charges.**

(i) If Lead State terminates this Master Agreement or an affected Service or Service component for cause, or for non-appropriation (under §29(b)(ii)(G)) in accordance with the Agreement then Lead State will not be liable for termination charges.

(ii) If a Participating Entity terminates its PA or an affected Service or Service component for cause or for non-appropriation (under §29(b)(ii)(G)) in accordance with the Master Agreement, then that Participating Entity and its corresponding Purchasing Entities will not be liable for termination charges.

(iii) If a Purchasing Entity terminates an affected Service or Service component for cause or for non-appropriation (under §29(b)(ii)(G)) in accordance with the Agreement, then Purchasing Entity will not be liable for termination charges.

(iv) If Contractor terminates an affected Service or Service component for cause, then the corresponding Participating Entity or Purchasing Entity (as applicable depending on which entity is financially responsible for the affected Service or Service component), is liable for termination charges.

**29. LIMITATIONS OF LIABILITY AND DISCLAIMERS**

**a. Limitation of Liability.** For purposes of this §29 only, the term "Party," means the Lead State, the Participating Entity, and/or the Purchasing Entity on the one hand and means AT&T on the other.

**(1) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED**

UNDER THIS AGREEMENT SHALL BE:

(A) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(B) FOR BREACH OF §23 (Confidential Information), PROVEN DIRECT DAMAGES;

(C) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER §34 (Third Party Claims);

(D) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(E) FOR CLAIMS OTHER THAN THOSE SET FORTH IN §29 (a)(i) (A)-(D), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON AN AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO TWO TIMES THE TOTAL NET CHARGES INCURRED BY A PURCHASING ENTITY DURING THAT TWELVE (12) MONTH TIME-PERIOD UNDER A CORRESPONDING PARTICIPATING ADDENDUM OR \$3,000,000.00, WHICHEVER IS GREATER.

(2) EXCEPT AS SET FORTH IN §34 (Third-Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(3) THE LIMITATIONS IN THIS §29 SHALL NOT LIMIT PURCHASING ENTITY'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

**b. Disclaimer of Liability.** CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY PURCHASING ENTITY OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF PURCHASING ENTITY'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.



### **30. FORCE MAJEURE**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, terrorism, acts of public enemy, omissions of carriers or suppliers, acts of regulatory government, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

### **31. DEFAULTS AND REMEDIES**

a. The occurrence of any of the following events shall be an "Event of Default" under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an Event of Default under Agreement, the non-defaulting Party shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which the defaulting Party shall have an opportunity to cure the default. The non-defaulting Party shall not be required to provide advance written notice or a cure period and may immediately terminate the Master Agreement or Participating Addendum in whole or in part if the non-defaulting Party, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate the defaulting Party's liability for damages.

c. If the defaulting Party is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, then the defaulting Party shall be in breach of its obligations under the Master Agreement and the non-defaulting Party shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law;

(2) Terminate this Master Agreement and any applicable Participating Addenda or portions thereof;

(3) If the Lead State is the non-defaulting Party then it may suspend Contractor's performance; and

(4) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, the non-defaulting party shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. A Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **32. WAIVER OF BREACH**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

### **33. DEBARMENT**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **34. THIRD-PARTY CLAIMS**

a. **Contractor's Obligations.** Contractor shall at its expense indemnify, defend, and either settle any third-party claim against Lead State, Participating Entities, Purchasing

Entities, or their Affiliates and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Product provided to a Purchasing Entity under this Master Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (i) Lead State's, Participating Entity's, Purchasing Entities, or their Affiliate's or a User's content; (ii) modifications to a Product by a Purchasing Entity, its Affiliate or a third party, or combinations of the Product with any non-Contractor services or products by Purchasing Entity or others; (iii) Contractor's adherence to Lead State's, Participating Entity's, Purchasing Entity's, or their Affiliate's written requirements; or (iv) use of a Service in violation of this Agreement.

**b. Infringing Services.** Whenever Contractor is liable under §34, Contractor may at its option either procure the right for Purchasing Entity to continue using, or may replace or modify, the Service so that it is non-infringing.

**c. Notice and Cooperation.** The Party seeking defense or settlement of a third-party claim under this §34 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. To the extent permitted by law, the party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this §34.

### **35. NO WAIVER OF SOVEREIGN IMMUNITY**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

### **36. GOVERNING LAW AND VENUE**

a. **Governing Law for Master Agreement.** The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State).

b. **Governing Law of Participating Addenda.** The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

c. **Venue for Disputes under Master Agreement.** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

d. **Federal Venue.** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

e. **No Waiver.** This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

### **37. ASSIGNMENT OF ANTITRUST RIGHTS**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

### **38. PROVISIONS FOR ORDERS UTILIZING FEDERAL FUNDS**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract

Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

### **39. LEASING OR ALTERNATIVE FINANCING METHODS**

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

**MA149-1**  
**ATTACHMENT AA**  
**Contractor's Special Terms and Conditions**

1. **Service Generally.** Contractor, through Carriers, will provide Service to Participating Entities, Purchasing Entities, and their respective CRUs and IRUs pursuant to the terms and conditions of the Master Agreement including, without limitation, the Service Guide, corresponding Sales Information and Attachments. Except as otherwise set forth in the Master Agreement, Service, including without limitation, eligibility requirements, Plans, pricing, Features, promotions, offers, and/or Service Areas is subject to change without notice; provided, however, that the Service Discount and Equipment Discount may only be changed by written amendment executed by both Parties. End User must qualify for the chosen Service. If an End User loses his or her eligibility for a Service, Contractor may change the Service to one for which they qualify. Service is available for purchase only in Contractor Markets, as may be modified by Contractor from time to time. Nothing set forth in the Service Guide, corresponding Sales Information, and Attachments referenced in Exhibit AA will be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in the Master Agreement.

2. **Plans.** A Participating Entity or Purchasing Entity may choose from (a) Voice Service and Wireless Data Service Plans found at the "Plans" page of the Program Website, as may be modified by Contractor from time to time and (b) custom Plans set forth in the Agreement and/or the applicable PA. Subject to the Master Agreement, the pricing, terms and conditions of the Service depend upon the Plan, feature, promotion or other offer selected when Service is activated or changed. Nothing contained in this Attachment AA or its reference attachments, webpages, Plans, or Service Guides will be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in the Master Agreement, except to the extent allowed by law.

3. **Equipment.** Contractor will provide Equipment and accessories to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Master Agreement including, without limitation, Exhibit AA which includes the Service Guide, corresponding Sales Information, and Attachments. With respect to Numbers provisioned from Contractor Markets, Participating Entities may purchase available Equipment found at the "Equipment" page of the Program Website, the list of which may be modified by Contractor from time to time in accordance with the Master Agreement.

4. **Additional Products.** Subject to the Master Agreement, Contractor may make certain products, services, Equipment and/or programs available to Participating Entities and Purchasing Entities through Attachments posted under the "Additional Products, Services, Equipment and Programs" section of the Program Website (collectively, "Additional Products"). To the extent a Purchasing Entity orders, pays for, or otherwise receives the benefit of any Additional Product, such Purchasing Entity will be bound by the rates, terms and conditions set forth in the corresponding Attachment, as well as in any Sales Information referenced therein. Contractor represents that it has the authority (a) to sell, resell, sub-license such Additional Products; and/or (b) distribute the corresponding software license agreements, warranty and/or maintenance service terms, as applicable. Title to any software referred to herein remains with Contractor or the corresponding third-party.

5. **Sales Information: Attachments.** Service, Equipment and Additional Products are provided to Participating Entities subject to the terms and conditions set forth in the Master Agreement, including Exhibit AA and its corresponding Attachments and/or Sales Information, as applicable. Participating Entities can contact their Contractor account representative for copies of, or references to any such Sales Information. Any provisions in Sales Information or an Attachment governing Service, Equipment or an Additional Product which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of the Agreement.

5.1 **Attachment Modification.** If Contractor materially modifies an Attachment to Exhibit AA, a Participating Entity may opt out of the corresponding Additional Product by providing Contractor with written notice to that effect. If such Participating Entity provides such opt-out notice, then Contractor has the option of terminating the corresponding Additional Product immediately, or allowing the Participating Entity to continue to use the Additional Product under the immediately prior version of the Attachment for a period of time to be determined solely

by Contractor, during which Contractor and the Participating Entity will cooperate on developing a path towards terminating Participating Entity's use of the Additional Product.

**6. Custom Offers.** Notwithstanding anything to the contrary elsewhere in the Master Agreement, the Lead State and NASPO ValuePoint expressly authorizes Contractor to make certain customized offers to individual Purchasing Entities based on competitive necessity. Any such custom offers do not need to be provided to all Purchasing Entities and/or Participating Entities; provided, however, that Contractor will consider providing such customized offer(s) to similarly situated Participating Entities under the Master Agreement.

**7. Discounts.**

**7.1 Service Discount.** Contractor will provide Participating Entities' CRUs with a Service Discount of TWENTY-FIVE PERCENT (25%). Contractor will provide Participating Entities' IRUs with a Service Discount of SEVENTEEN PERCENT (17%). Contractor will only apply the Service Discount to the Monthly Service Charge of eligible Plans. Contractor will not apply the Service Discount to other monthly service charges such as monthly recurring charges for features, and/or any other charges under the Master Agreement. Contractor may restrict certain Plans or certain other discount programs from qualifying for the Service Discount. Contractor will advise NASPO when such restrictions apply. It may take several billing cycles for the Service Discount to be applied.

**7.2 Equipment Discount; Accessories.** Subject to the restrictions set forth in this §7.2, Contractor will provide Participating Entities with an Equipment Discount of FIFTY PERCENT (50%) off MSRP or Vendor Subsidized Price, whichever discount is greater, applies to eligible subsidized devices only with active service on qualified plans. Device eligibility is subject to vendor discretion. Unsubsidized devices may be purchased at full MSRP or purchased through a monthly Equipment Installment Plan where eligible. Devices purchased with a qualified Equipment Installment Plan, purchased at full price, or bring your own device are eligible for an additional MRC discount on qualified rate plans. Equipment found at the "Equipment" page of the Program Website or the Participating Entity's Premier Website, as may be modified by Contractor from time to time. Contractor will apply the Equipment Discount only to the prices set forth on the corresponding Program Website page. The Equipment Discount does not apply to accessories to Equipment. Instead, Contractor will provide a discount of THIRTY PERCENT (30%) off the price of such accessories found at each Participating Entity's corresponding Premier website. Contractor will only provide Equipment with Service activated. The Equipment Discount will not apply to upgrade purchases, made prior to the eighteen (18) month upgrade window, and may not be combined with any other equipment offer.

**8. Employee Benefit Program.** Contractor will provide Participating Entities the ability to have their Employees participate in the Employee Benefit Program described herein. Such Employees will be IRUs under the Agreement and must be correspondingly validated as an eligible IRU. Any Employees not so validated will not be IRUs under the Agreement and will not receive the corresponding benefits. IRUs may not be eligible for certain Plans, Equipment and/or Additional Products under the Agreement.

**8.1 Employee Benefit Program Activation Processes and Procedures.** Each IRU participating in the Employee Benefit Program: (a) must enter into, and be individually responsible for complying with an IRU Service Agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen Plan and to pay all charges incurred under the IRU Service Agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by Contractor from time to time, including without limitation paying any applicable enrollment fees.

**8.2 Employee Benefit Program Features.** Under the Employee Benefit Program: (a) IRUs may choose from select Plans available to Participating Entities under the Agreement (provided they qualify for the chosen Plan); (b) IRUs will receive the Service Discount in accordance with §7.1 of these Special Terms and Conditions; and (c) IRUs will receive the Equipment Discount in accordance with §7.2 of these Special Terms and Conditions.

**9. Other Monthly Charges.** In addition to the monthly cost of the Plan and any selected features, AT&T imposes the following charges: (a) a Regulatory Cost Recovery Charge of up to \$1.25 per line per month, which varies by state, to

help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (b) a gross receipts surcharge, (c) state and federal universal service charges, and (d) other governmental assessments on AT&T, including, without limitation, a Property Tax Allotment surcharge applied with respect to each CRU's assigned Number. These are not taxes or government-required charges. Purchasing Entities understand and agree that state and federal universal service fees and other governmentally imposed fees, whether or not assessed directly upon Purchasing Entities and/or their End Users may be increased based upon the government's or AT&T's calculations. Purchasing Entities and their CRUs should visit [att.com/additionalcharges](http://att.com/additionalcharges) to view estimates of such discretionary charges for a CRU's area.

**9.1 Disputed Charges.** Except as otherwise provided by law with respect to unauthorized charges, disputed charges must be disputed to Contractor in writing within six (6) months after the date of the affected invoice, or the right to dispute is waived. In the event of a disputed invoice, to the extent permitted by law Participating Entity will pay the entire undisputed amount of the invoice. Contractor, Participating Entity and Carriers will use good faith efforts to reconcile the dispute within sixty (60) days of submission of the dispute to Contractor.

**10. Processes and Procedures.** Except as otherwise set forth in the Master Agreement, Participating Entities will follow the policies and processes established by Contractor to purchase, activate, migrate, terminate, or otherwise modify a Service, as may be modified from time to time. Each Participating Entity authorizes Contractor to provide information about and to make changes to Participating Entity's account, including adding new Service, upon the direction of any individual representative of Participating Entity able to provide information Contractor deems sufficient to identify Participating Entity. Any order for Service that Participating Entity's representative submits to Contractor will be binding upon Participating Entity pursuant to the terms and conditions of the Agreement. Contractor may reasonably rely on the authority of any person who executes an order on Participating Entity's behalf. Participating Entity consents to the use by Contractor or its authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact Participating Entity and/or its CRUs to advise Participating Entity and/or its CRUs about Contractor's Services or other matters Contractor believes may be of interest to Participating Entity and its CRUs. In any event, Contractor reserves the right to contact Participating Entity and/or its CRUs by any means regarding customer service-related notifications, or other such information.

**11. Participating Addendum Template.** Contractor may use the template Participating Addendum attached hereto and incorporated herein as Exhibit 1, with Participating Entities under the Agreement. The parties expressly acknowledge and agree that immediately upon execution of the Master Agreement, Contractor may begin signing new Participating Entities onto Participating Addenda under the Master Agreement and may begin migrating existing Participating Entities onto new Participation Addenda.

**12. Acceptable Use; Restrictions Regarding Service.** All use of Contractor's wireless network and Service is governed by the Acceptable Use Policy, as determined solely by Contractor. Contractor can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information. Nothing set forth in the Acceptable Use Policy will be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in the Master Agreement.

**13. Definitions.**

"Additional Products" means products, services, features, offers, promotions, software applications, hardware, Equipment, accessories, and/or programs offered by Contractor and/or third-parties, other than Voice Service, Wireless Data Service, and certain Equipment and accessories.

"Administrative Fee" means the NASPO ValuePoint administrative fee as more fully described in Master Agreement §7.

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"Agreement" has the definition set forth in Master Agreement §1(a).



**"Attachment"** means Contractor's terms and conditions posted on the Program Website, applicable to corresponding Service, Equipment, and/or Additional Products available under the Agreement, as such terms and conditions may be modified by Contractor from time to time, all of which are incorporated herein by reference.

**"Carrier or Carriers"** means a licensed Affiliate of AT&T that operates commercial mobile radio telecommunications systems in the geographic areas covered by the Agreement and, with respect to Master Agreement §29, includes the Carriers' respective employees, officers, agents and subcontractors.

**"Contractor Markets"** means a geographic area served by Affiliates under Contractor's common control.

**"CRU and Corporate Responsibility User"** mean an Employee receiving Service under a Participating Entity's account.

**"Employees"** means Participating Entity's or its Affiliates current, validated personnel receiving Federal W-2 or K-1 tax treatment.

**"End Users"** means CRUs and IRUs, collectively.

**"Equipment"** means the wireless receiving and transmitting equipment or SIM (Subscriber Identity Module) Card that AT&T has authorized to be programmed with a Number or Identifier, and any accessories.

**"Equipment Discount"** means a discount on select Equipment found at the Program Website, as described in the Agreement.

**"IRU and Individual Responsibility User"** mean an Employee receiving Service under an individual account in accordance with the Employee Benefit Program.

**"IRU Service Agreement"** means a separate two-year agreement between an IRU and Contractor for Service, Equipment, and related products.

**"Master Agreement Effective Date"** means the date of the last signature on the Master Agreement.

**"Monthly Service Charge"** means a Plan's monthly wireless access charges (i.e., the set fee charged monthly for use of a particular Plan).

**"Number or Identifier"** means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment manufacturer to be used with Service.

**"Plan"** means a Contractor Voice Service, Wireless Data Service or other rate plan as set forth in the Agreement.

**"Program Website"** means that certain website found at [www.att.com/wscaterms](http://www.att.com/wscaterms), together with all applicable content found thereon, all of which is incorporated into the Master Agreement by this reference. Nothing set forth on the Program Website will be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in the Master Agreement.

**"Sales Information"** means Contractor's printed and/or on-line marketing-related materials applicable to Service, Plans, Equipment, Additional Products provided under the Contract, as such materials may be modified by Contractor from time to time, all of which are incorporated herein by this reference. Sales Information includes, but is not limited to: (a) the Enterprise Customers: Additional Service and Equipment Related Terms found at [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms), and (b) product-specific pricing and/or terms and conditions set forth in separate product briefs, rate brochures, service guides, ordering documents or acknowledgements, or other marketing materials provided by AT&T at Customer's request and/or found at [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms), at [wireless.att.com/businesscenter](http://wireless.att.com/businesscenter) or at such other site that AT&T may designate.

**“Service Discount”** means a monthly discount on eligible Service, applied to an End User’s Monthly Service Charges as described in the Exhibit AA.

**“Service Guide”** means (a) the AT&T dynamic, online document that includes the descriptions, pricing and other terms and conditions for Products provided under the Master Agreement which can be found at: , or other locations Contractor may designate; and (b) the AUP.

**“Voice Services”** means wireless voice telecommunications services.

**“Wireless Data Services”** means wireless data telecommunications services.



NASPO

ValuePoint

MA149-1

Wireless Data, Voice, and Accessories

Attachment B

Scope of Work

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## Section 1: General

### 1.1 Background

The purpose of this Master Agreement is to provide Wireless Data, Voice, and Accessories for all Participating States. The Master Agreement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual chief procurement official and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be 5 (Five) years with renewal provisions for an additional 5 (Five) as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Attachment A).

### 1.2 Order of precedence

Per the NASPO ValuePoint Master Terms and Conditions, Participating Addenda (called "PA") will have precedence over the Master Agreement within the participating jurisdiction.

### **1.3 Green Awards**

End users of the Master Agreement may have requirements to purchase products and services that adhere best practices of sustainability and environmental consciousness. Contractor should anticipate addressing these needs as they arise in the Participating Addendum process.

### **1.4 E-Rate**

To the extent the services offered are subject to the E-rate discount program, all award Contract Vendors must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contract Vendor.

### **1.5 Net Neutrality**

Recent changes by the Federal Communications Commission in their rules related to the issue of Net Neutrality have increased state's interest in promulgating their own law, rule and policies on this topic. This solicitation will have no requirements related to Net Neutrality for the Master Agreements. It is anticipated, that this issue will be pertinent in the Participating Addendum process. Potential participating entities will be made aware of this consideration by the Lead State in a reasonable fashion.

## **Section 2: Categories of Award**

### **2.0 Overview of Award Categories**

The products and services for this contract are awarded in 3 (three) categories. These categories are:

Category 1- Cellular Wireless Services: This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. "Cellular wireless transport" is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP). We are requesting pricing for both traditional cellular plans that include a subsidized mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device and require only network service from the carrier.

Category 2- Equipment and Accessories: This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.

Category 3- Turnkey Wireless and IoT Solutions that are offered as a product: This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

## **2.1 Category 1- Cellular Wireless Services**

This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. "Cellular wireless transport" is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP). We are requesting pricing for both traditional cellular plans that include a subsidized mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device and require only network service from the carrier.

This Award Category is for National Award only.

### **2.1.1 Definitions**

**3rd Generation Partnership Project (3GPP)** The international standards body that covers cellular telecommunications network technologies (<http://www.3gpp.org>).

**3G** Third generation of wireless mobile telecommunication technology as defined by the 3rd Generation Partnership Project (3GPP).

**4G** Fourth generation of wireless mobile telecommunication technology as defined by the 3<sup>rd</sup> Generation Partnership Project (3GPP).

**5G** Fifth generation of wireless mobile telecommunication technology as defined by the 3<sup>rd</sup> Generation Partnership Project (3GPP).

**Bandwidth Throttling** The mechanism a service provider uses to reduce the data network capacity available to a user of its wireless services.

**Bandwidth Throttling Threshold** In "unlimited" cellular data plans, the data volume at which the carrier begins instituting bandwidth throttling for the balance of the billing period.

**Bring Your Own Device (BYOD)** Plans where the user will supply their own mobile device and require only network service from the carrier.

**Cellular Wireless Carrier**: A wireless carrier that owns the majority of its infrastructure and operates a mobile wireless network primarily utilizing standards developed by the 3GPP.

**Cellular Voice** A wireless voice telephone service offered by the cellular carriers.

**Cellular Wireless** Carrier-provided wireless services that employs a radio access network based on technologies defined by the 3rd Generation Partnership Program (3GPP).

**Coverage Area** The geographic area in which a carrier provides service. When located within this area, a subscriber with a compatible device should be able to access usable wireless services on that carrier's network or its partner networks.

FirstNet FirstNet is a government subsidized wireless network specifically designed for the needs of public safety users; access to FirstNet services will be limited to defined categories of users related to public safety. FirstNet was created under the Middle Class Tax Relief and Job Creation Act of 2012.

Individual Responsible (IR) Plan Discount Individual Responsible Accounts (“IRU”) are accounts for products and services between Contractors awarded a contract under this solicitation and individuals who are employees of eligible users of the Master Agreement. IRU accounts are for the personal use of individual employees of eligible end users of the Master Agreement.

Corporate/Government Responsible (CRU) Plan CRU plans are plans that are purchased by end users of the Master Agreement that is awarded from this solicitation.

Land Mobile Radio (LMR) Terrestrial-based, wireless communications systems, generally operating in the frequency range below 1 GHz, and commonly used by emergency responders to support voice and low-speed data communications.

Mission Critical Push-to-Talk (MCPTT) A new standard for public safety PTT systems (starting with 3GPP Rel. 13) that also operates over the cellular carriers’ wireless networks and supports, among other capabilities, the ability for wireless stations to discover and communicate directly with other system users without relaying those transmissions through a cellular base station.

LTE (Long-Term Evolution) A 3GPP standard for high-speed cellular wireless communications.

Mobile Messaging The ability to compose and exchange electronic messages that may include text, audio, video and other symbols between two or more users of mobile phones, tablets or other devices.

Public Safety The functions of government, which ensure the protection of citizens, persons in their territory, organizations, and institutions against threats to their well-being.

Push-to-Talk (PTT) A method of wireless voice communications using a momentary button to switch the wireless device from voice reception mode to transmit mode; in a cellular PTT system, all transmissions are relayed over the carrier’s radio channels and through a server installed in the carrier’s network infrastructure. Transmissions are received by all stations within range of that particular radio channel and are part of that broadcast group.

Quality of Service (QoS) Mechanisms employed in packet switching networks that allows them to prioritize certain classes of traffic over others thereby providing better performance for those preferred classes with regard to transit delay, jitter (variation in transit delay), and packet loss.

Short Message Service (SMS)/Multimedia Messaging Service (MMS) Wireless services offered by the cellular carriers allowing users to exchange short text (SMS) or audio/video files (MMS). These services are differentiated from other messaging services like Apple Messages and WhatsApp by the fact that they are offered by the cellular carriers and are typically charged as a separate item on the service plan along with voice and data.

Subsidized Plan Cellular plans where the carrier will provide a phone, or tablet at a subsidized price.

Wireless The transmitting of signals using radio waves instead of wires.

Wireless Carrier A provider of wireless communications services that owns or controls all the elements necessary to sell and deliver services to an end user including radio spectrum allocation, wireless network infrastructure, back haul infrastructure, billing, customer care, provisioning computer systems and marketing and repair organizations.

Wireless Data A communication service offered by mobile carriers that allows users to access the Internet and other data services via its wireless networks using a smartphone, tablet or other cellular-connected mobile device.

Wireless Plan A bundled subscription offering from a cellular carrier providing some combination of services.

Wireless Priority Service (WPS) A government-directed emergency phone service managed by the Department of Homeland Security's Office of Emergency Communications (OEC). Like FirstNet for data services, WPS provides priority network access to wireless voice service (2G or VoLTE) exclusively to defined categories of qualified subscribers.

### **2.1.2 Subsequent Network Characteristics and Technology**

This solicitation covers the addition of new technology and methods that are substantively similar to existing 3G, 4G, and 5G Network characteristics.

### **2.1.3 Plans**

Contractors will define the rate plans to be available under the Master Agreement that results from this solicitation and must provide all details of every plan offered in Attachment G. At a minimum plan details should include the items listed in Attachment G if applicable.

#### Subsidized Plans

Subsidized plans are those that include a device to connect to the wireless network as a part of the monthly plan cost.

#### Bring Your Own Device Plans

Bring your own device plans are those that require the user to provide a device for connection to the cellular network or to pay for a device separately from the monthly service plan.

### **2.1.4 Legacy Plans**

Plans covered by the predecessor Master Agreements administered by the State of Nevada (Contract No. 1907) ("Legacy Plans") for purchasing entities who are currently enrolled will be included within the scope of the Master Agreements awarded by this solicitation. All Legacy Plans must be described on Attachment G: Plan Coverage Attachment.

#### Discontinuance of Plans

Contractor will maintain plans if they are being used. Contractor may discontinue any plan or feature that has not had any active subscribers for at least the previous 90 days. Contractor to provide a minimum of 90 days notice to Lead State if a Plan is to be discontinued to end users.

### **2.1.5 Service Requirements**

#### **Designated Sales Point of Contact**

Each Master Agreement awarded by this solicitation shall have a designated point of contact for sales purposes.

#### **Designated Customer Service Point of Contact**

Each Master Agreement awarded by this solicitation shall have a designated point of contact for Customer Service escalation purposes.

#### **Designated Contract Manager**

Each Master Agreement awarded by this solicitation shall have a designated point of contact who manages the contract and may be contacted by administrators of the Master Agreement or PAs.

### **2.1.6 Pricing Requirements**

#### **Subsidized Device Plans**

Plans covered by the predecessor Master Agreements administered by the State of Nevada (Contract No. 1907) that offered phones at no cost are to be included by the Master Agreements awarded by this solicitation if the Contractor is awarded under this solicitation. For any new plans offered under this contract, Proposers have the flexibility to include a subsidized phone in the plan cost or to require the user to provide a device or pay for it separately.

#### **Financing**

Financing is allowed under the Master Agreement, but may be subject to each PA as some jurisdictions may not allow Financing.

#### **Individual Responsible (IRU) Plan Discount**

Pricing Discounts for Individual Responsible plans by public employees are to be stated on the Cost sheet. See Section 5.

#### **Waiver of Service Activation Fees**

Service Activations Fees will not be allowed under the Master Agreements that derive from this solicitation.

#### **Number Porting**

Carrier must provide wired or wireless number porting to/from the mobile device with no charges or penalty.

#### **Upgrade**

Users must be able to upgrade or downgrade their service plan at any time with no limits and no restarting of service line contract terms.

#### **Cancellation Fees**



Carrier must provide for any participating entity the ability to cancel at least 25% of the active lines of service under contract (subsidized device) in any given year with no early termination fees or other cancellation fees.

Carrier must not assess any cancellation fee or early termination fee for any lines of service that are provided under a Bring Your Own Device option where subsidized equipment is not included in the monthly rate plan cost.

#### Activation and Billing

Carrier must not commence billing for a device until completion of an order and activation request is executed by the participating entity representative, the user or another individual designated by the participating entity representative. Specific billing and activation procedures may be refined within Participating Addenda.

#### Cost Sheet

Contractor must populate the cost sheet Attachment C. The plans identified in Attachment C are to be offered to end users and will be included in Attachment G. Contractor must also indicate a discount for plans available under the master agreement that results from this solicitation., that are not entered into Attachment C.

#### Plan Description

Contractor must include detailed descriptions of all new rate plans approved by the lead state by fully populating Attachment G with complete details related to each plan and feature offered under this contract.

#### Presentation

Contractors should propose plans that can be easily understood without complex restrictions and terms. Scoring will reflect the degree of concise and impactful plans – from flexibility and cost perspectives.

#### **2.1.7 Internet of Things (IoT) Services**

Data plans related to Internet of Things services are covered by this award category. Please describe your Internet of Things offering as it relates to Attachment L, Network Technology Questionnaire in your proposal.

#### **2.1.8 Public Safety/Wireless Priority Service**

#### **2.1.8 PUBLIC SAFETY CATEGORY**

The Wireless Services Provider (Contractor) will describe how their proposal if and how they intend to provide an exclusive, dedicated broadband network for public safety communications to public safety entities and first responders.

Contractor will describe if and how they would provide for a dedicated network exclusive for use by emergency response providers such as Federal, State, and local emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities; including Native American Tribes (Sovereign Nations) or authorized tribal organization and rural communities, unincorporated town or village, or other public entity.

Carriers will describe how their proposed services will have the ability to provide the most comprehensive, reliable coverage and highest priority for emergency communications, such as:

- Broadband LTE network allowing first responders and other public safety personnel to send and receive voice, data, video, images, push-to-talk and text without concerns about network congestion.
- Mobile Devices
- Mobile Device Management, to include Maintenance and Replacement
- Public Safety Applications and Solutions
- Assured Priority and Preemption when needed
- Network Security

**Interoperability:**

Interoperability is critical to all public safety agencies, therefore; The Wireless Service Provider (the Contractor), will describe how they enable comprehensive public safety broadband interoperability at all levels including the sharing of priority and preemption protocols, applications, and mission critical Push-to-Talk (MCPTT) communications and off-air device to device communications during an emergency situation.

**Deployable Access:**

The Wireless Service Provider (the Contractor) will describe how they will provide cellular connection in areas where service does not exist or where service fails during emergency circumstances. The Wireless Service Provider will describe how they provide dedicated access to Satellite Cell on Wheels and Portable Emergency Communications.

The Wireless Service Provider (Contractor) will describe additional deployable equipment for dedicated access in areas where service does not exist or where service fails during emergency situations.

**Optional Services:**

Additional Public Safety Services sold under the NASPO ValuePoint Master Agreement other than the requirements listed, must be properly reviewed and approved by the lead state.

**Option to Terminate:**

The NASPO ValuePoint Master Agreement is an additional procuring mechanism. The Wireless Service Provider (the Contractor) must agree; if a Public Service Entity chooses to utilize the

NASPO ValuePoint Master Agreement, the procuring agency has the option to terminate their agreement at any time without added fees or penalties for cancellation.

**The Lead State may cancel the Public Safety/Wireless Priority Service portion of the Category 1 Scope at any time. If the Lead State chooses to cancel the Public Safety/Wireless Priority Service portion of Category 1 Scope, it will provide contractors with 180 days notice.**

No other Terms and Conditions, End User Agreements, or any other terms will be offered with the new product or service unless it is included in the Master Agreement.

## **2.2 Category 2- Equipment and Accessories**

This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.

This Award Category is for National Award only.

### **2.2.1 Definitions**

Accessories Any equipment, component or add-on accessory intended for use with cellular connected devices.

Equipment Any device operating over cellular carrier provided network. Does not include servers, desktops or laptop computing devices.

Cellular Devices Any phones or other equipment used to connect over wireless services offered by cellular carriers (Category 1).

### **2.2.2 Eligible Equipment and Accessories**

Those products eligible as equipment and accessories under this solicitation, currently includes and may be expanded as technology advances:

- Basic Cellular Devices
- Smartphones - IOS, Android, Other
- Stand Alone, Integrated or USB Dongle Cellular Modems
- Wi-Fi/Cellular Routers
- Tablets that are cellular-network connected
- Other equipment with a primary purpose for communicating over the cellular carrier network, currently including:
  - Sensors

- Cellular-enabled Video cameras
- Accessories:
  - Replacement Batteries
  - Cases & related accessories
  - Screen Protectors
  - Chargers
  - Cords / cables
  - Signal Boosters / antennae
  - Headsets and speakers for use with wireless devices

### **2.2.3 Service Requirements**

#### **Condition of Equipment and Accessories**

All equipment and accessories provided under this contact must be new, unused and properly functioning when received by participating entity if priced as a new product.

Superseded, used, returned, or reconditioned items will be accepted if labelled as such in the sales order.

#### **Trial Period**

Contractor may allow for a designated trial period for testing/evaluating equipment and accessories without additional charges or fees if applicable. Contractor will describe the timeframe for the 'trial period' and procedures for implementing this policy in the sales invoice or purchase order.

#### **Return of Equipment and Accessories**

Any equipment or accessories that are not properly functioning when received by the participating entity must be replaced by the contractor with new and properly functioning equipment or accessories within 5 business days of the defective equipment or accessories being reported to the contractor.

Participating entities shall not be responsible for any costs related to the return and/ or replacement of any equipment or accessories that are returned due to quality problems, duplicate shipments or other shipping errors, outdated products or other issues related to non-compliance with terms of this agreement. Contractors must confirm in writing to the end user when returns are received.

Participating entities shall not be assessed restocking fees or any other fees for items trialed and then returned as unacceptable for any reason.

Contractor will allow for equipment and accessory purchases at all retail stores open to the public. Sales personnel at retail stores will be aware of pricing from the Master Agreement that results from this solicitation.

### **2.2.4 Pricing**

#### **Cost Sheet**

See Attachment C for details for Award Category 2.

#### **Financing**

Financing is allowed under the Master Agreement, but may be subject to each PA as some jurisdictions may not allow Financing.

#### **Individual Responsible (IRU) Plan Discount**

Pricing Discounts for equipment and accessories offered to public employees with Individual Responsible plans are to be stated on the Cost sheet (Attachment C). See section 5 for additional details.

#### **Shipping**

Contractor if a Carrier must activate service on new equipment within 72 hours of request or shipping.

### **2.3 Category 3 – Internet of Things and other Turnkey Wireless Applications**

This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

**This Award Category may be for National Award, or Regional Award at the indication of the Contractor in their proposal. Contractors will indicate this preference in Attachment W.**

**Awards will be made in each individual sub-category of Category 3, not for Category 3 as a whole. An award in one sub-category does not entitle a vendor to offer products or services in any other subcategories for which they were not specifically awarded.**

#### **2.3.1 Definitions**

**Turnkey Wireless Solution** For the purposes of this solicitation a Turnkey Wireless Solution is an integrated, on premise or hybrid system that includes three broad elements:

- **End Points** physical objects (things like sensors, cameras, end point devices, etc.) that contain embedded technology to sense or interact with their internal state or external environment and the ability to communicate with a remote application
- **Network Services** a wireless communication network providing M2M communication services or some other method of data transport connecting the dedicated physical objects with;
- **Back Office Systems** applications and central or back end systems (servers, software, operating systems, storage, etc.).

#### **2.3.2 Turnkey Wireless Solutions**

A Proposal shall fully disclose what is included in the Turnkey Wireless Solutions, including all operational components, training, services, equipment, licenses, third party agreements, any and all fees and performance guarantees.

Products and services offered by carriers/Contractors under Legacy Plans that are now part of Category 3 awards under this solicitation will be part of the contracts that result from this solicitation if the carrier/Contractors has also been awarded under that Category and Sub-category.

**For example: MDM products under legacy plans may only be offered under the new Master Agreement if the Contractor is awarded under the MDM subcategory of Category 3 awards.**

If an Contractor is not awarded a product under an Award Category 3 subcategory, but has provided a product or service under Legacy Plans, the Contractor may continue to offer the product to end users already under contract. The product may not be offered to new end users unless the Contractor has won award of the subcategory.

Turnkey Wireless Solutions Single Contract The provider offering a Turnkey Wireless Solutions may utilize subcontractors and partners to provide various elements of the system, but the system including all licensing rights will be covered by a single contract between the end user that purchases the system and the provider who is awarded a master agreement for this category of award.

Limited Related Service The provider shall provide support services as needed to install, maintain and enhance the system over the life of the system. These Limited Related Services shall be included in the system pricing. Installation services may be capped in proportion to the project at hand. The Proposal shall describe all related services that are included in the Turnkey Wireless System. The purchasing entity shall have the option to purchase additional services at pricing offered by the proposer and provide an hourly rate related to the project for the Additional Consulting or Integration Services.

#### Additional Consulting or Integration Services

- a. The purchasing entity shall have the ability to purchase consulting or integration services from the provider.
- b. Consulting Services – In Category 3, “Consulting Service” means planning, assessment and other professional consulting services provided by the Contractor related to the public entities planning, design, assessing, operating or maintaining an IoT solution.
- c. Additional Services – In Category 3, “Integration Service” means the process of making new IoT devices, data, platforms and applications, as well as existing IT assets (for example, business applications, data, mobile, SaaS and legacy systems) work well together in the context of implementing end-to-end IoT business solutions. Integration services are not part of turnkey system or limited related service, but may be acquired from the provider or from a separate integration service provider at the sole discretion of the purchasing entity.

Limited Related Service and Additional Consulting or Integration Services will be billed at an Hourly rate will be included on the Cost Sheet (Attachment C) and will be included in the Master Agreement. The Hourly rate will be a blended rate and will encompass all related cost for these additional services.

#### **2.3.3 Category 3 Subcategories of Award**

See Attachment V for Category 3 Subcategory Definitions.

#### Right to Refresh

**This category of master agreements (Turnkey Wireless Solutions) may be reopened and refreshed at the sole discretion of the Lead State at any time. The refresh may allow additional Turnkey Wireless Solutions offering in the broad scope or by specifically identified sub categories. The**

Lead State reserves the right to change the methodology for award for all or any subcategories at the time of the refresh/reopen of the solicitation. Awards for Award Category 3 in any refresh solicitation will be given the same contract term as the initial award.

#### Data Protection

##### **The provider shall:**

- a. Specify the best available standards-based encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.
- b. Describe whether or not it is willing to sign relevant and applicable agreements that may be necessary to protect data with a Purchasing Entity.
- c. Describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement.
- d. Specify its data disposal procedures, policies and destruction confirmation process

#### Subcontractors

Providers must explain for each Turnkey Wireless Solutions offered if they intend to provide it directly or through the use of Subcontractors. Any Subcontractor that a Provider chooses to use in fulfilling the requirements of the solicitation must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the solutions provided in this category.

- a. Contractor must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.
- b. If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP.
- c. Include a description of how the Contractor will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

#### **2.3.4 Security For each Turnkey Wireless Solutions proposed include both a security disclosure statement.**

Contractors for Award Category 3 must submit answers to Attachment S.

#### **2.3.5 Client Infrastructure Impact and Support**

Contractors will be willing to provide a description of the Impact and Support on End User infrastructure upon request Assessment what impacts the Turnkey Wireless application will have on the infrastructure used by purchasing entity, including the client's network, data storage and client owned and operated endpoints before installation. Contractor will at the time of purchase identify any support required by the purchasing entity to support the proposed Turnkey Wireless Solutions.

### **2.3.6 Client Infrastructure and Support**

Unless the purchasing entity waives the requirement, the Contractor shall provide a description of the Impact and Support on the End User Infrastructure. This shall include an assessment of impacts the Turnkey Wireless application will have on the infrastructure used by purchasing entity, including the client's network, data storage and client owned and operated endpoints before installation. The description shall also identify any resources required by the purchasing entity to support the proposed Turnkey Wireless Solutions.

### **2.3.7 Pricing Requirements**

#### Cost Sheet

See Attachment C for details for Award Category 3.

**No other Terms and Conditions, End User Agreements, or any other terms will be offered with the new product or service unless it is included in the Master Agreement at formation or by Amendment.**

## **Section 3: Adding New Products and Services**

The Lead State anticipates establishing a process for regular communication with contractors and addition of new products and services. Addition of new products will be treated differently based on which category of award covers the product or service.

### **3.1 General Requirements**

The Lead State, along with the sourcing committee of this Solicitation will review and add new products and services to the Master Agreements outlined below. The Lead State reserves the right to modify this process to ensure open, transparent and reasonable review of proposed new products and services.

### **3.2 New Products added under Award Category 1**

For new service plans under Award Category 1, Carriers may add new plans as they become available to end users, so long as the plans are added to Attachment G, Contract Coverage Attachment, at the next quarterly update and therefore incorporated into the Master Agreement. If the new plans are not added to Attachment G at the next quarterly update, they will not be included within the scope of the Master Agreements that result from this solicitation. Once plans are incorporated into the Master Agreement in this manner, they are subject to the termination restrictions in section 2.1.4.

### **3.3 New Products added under Award Category 2**

Contractors may add new products under Award Category 2 at any time as long as they fall within the scope of that award category. The Lead State reserves the right to make the determination of whether a product falls within award category 2.



### **3.4 New Products added under Award Category 3**

For new products under Award Category 3, Contractors must submit a request to the Lead State and sourcing team for consideration using Attachment N. All new products under Award Category 3 will be allowed only through amendment of the Master Agreements that result from this solicitation.

After consultation with the sourcing team, the Lead State may choose to include the new product under the Master Agreements by amendment. The Contractor will provide an updated Attachment G at the next quarterly update for public distribution.

#### **3.4.1 New Product Request Form**

The New Product Request form will be submitted to the Lead State to request any new products or services under Award Category 3(See Attachment M).

Proposed additional terms and conditions, end user agreements or related materials to be used with the new product must be included with the New Product Request form to be considered for addition to the Master Agreement. Terms and Conditions for additional products/services may be negotiated by the Lead State before addition.

#### **3.4.2 New Product Request Log**

All new added products and services under Award Category 3 will be included on Attachment N, Request Log sheet that will include Lead State recommendations and observations. This log will be included in the contract file and will be available for public view.

#### **3.4.3 Quarterly Amendments**

The Lead State expects to conduct quarterly amendments of the Master Agreement to add new products and services under Award Category 3. The Lead State reserves the right to amend, or not amend the Master Agreement at any time.

Terms and Conditions not included in the addition of new products for Award Category 3 will not be part of any agreement with end users. Contractors will present end users only with the Terms and Conditions agreed to by the parties in the Master Agreement Amendment.

#### **3.4.4 Terms and Conditions Compliance with Master Agreement**

All Products offered under Award Category 3 shall comply fully with all applicable Federal and State laws and regulations. The Order of Precedence clause in the NASPO ValuePoint Master Agreement Terms and Conditions and/or Participating Addendum will control in the event of any conflict between the NASPO ValuePoint Master Agreement and/or Participating Addendum and the Product Terms and Conditions. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

### **3.5 Quarterly Call/Meeting**

The Lead State expects to have a call with contractors every quarter to discuss the status of the contracts, discuss proposed new products and services, and any other issues that may arise regarding the contract. These calls/meetings will be scheduled at mutually agreed upon times.

### **3.6 Terms and Conditions Compliance with Master Agreement**

Any and all Products offered and furnished under any award category shall comply fully with all applicable Federal and State laws and regulations. The Order of Precedence clause in the NASPO ValuePoint Master Agreement Terms and Conditions and/or Participating Addendum will control in the event of any conflict between the NASPO ValuePoint Master Agreement and/or Participating Addendum and the Product Terms and Conditions. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

## **Section 4: Individual Responsible Account Discounts**

### **4.1 Individual Responsible Account Definition**

Individual Responsible Accounts (“IRU”) are accounts for products and services between Contractors awarded a contract under this solicitation and Individuals who are employees of eligible users of the Master Agreement. IRU accounts are for the personal use of individual employees of eligible end users of the Master Agreement. IRU discount offerings are not required by Contractors but are scored as a Technical Scorable Criteria for Award Category 1.

All other plans used under this contract by eligible end users are Government/Corporate Responsible Plans (CRU).45.2 Corporate Responsible Account Definition

Corporate Responsible Accounts (“CRU”) are accounts for end users of the Master Agreement.

### **4.3 Discount for Individual Responsible Account offerings**

Contractors will indicate what, if any discount they allow for IRU accounts under this Master Agreement. This discount is entered in their Costsheets (Attachment C) and be included in the Master Agreement.

## **Section 5: Reporting**

### **5.1 General Requirements**

#### **5.1.1 Reporting shall be provided in the format required by NASPO ValuePoint:**

6.1.1.1 Attachment H (Award Category 1)

6.1.1.2 Attachment I (Award Category 2)

6.1.1.3 Attachment J (Award Category 3)

#### **5.1.2 Attachment G: Contract Coverage Attachment**

Contractors under the Master Agreement that results from this contract will submit quarterly Attachment G to the Lead State. This attachment is intended to encapsulate the

plans, services and offerings of the contractor. This would include any legacy and current offerings, including the plans entered on Attachment C. (anything that would be covered by the Master Agreement).

For Award Category 1, all legacy plans that have a discount under the Current Nevada Master Agreement must continue the discount to be covered by the Master Agreement that results from this solicitation. All legacy plans that do not have a discount under the Current Nevada Master Agreement may continue to have no discount under the Master Agreement that results from this solicitation

*Attachment G must be submitted by Contractors awarded under Award Category 1, Award Category 3 and Award Category 4.*

**5.1.3 Individual participating entities may request specific equipment sales summaries, which shall be provided at no cost.**

Upon request, provide reporting elements and/or management reports related to usage for services that are available and would optimize the participating entity's ability to assess utilization and cost.

Be able to provide custom reports as may be requested by individual participating entities. Describe in general, the level of sophistication and complexity, custom usage report data that you can provide to the participating entities. Vendors should provide a sample report with their proposal.

Upon request, provide subscribers with usage reports which include full itemization of call details (such as the information on the Contractor's standard bill for consumer accounts) to enable verification of usage including: (1) call date, call number call length, call time, and (2) plan cost, per minute charges, overage cost, additional features charges and other fees, etc.

**5.2 Quarterly Call/Meeting**

Contractors must be available for a quarterly meeting by phone, video conference, or in person to discuss contract concerns, developments and any upcoming additional products or services related to reporting.

**5.4 Usage Reports (Other States)**

Other States and participating entities may have alternate reporting requirements and will be addressed by their Participating Addendum.

## Section 6: Pricing Landing Page

### 6.1 General

NASPO ValuePoint will develop a pricing landing page (webpage) to display contractor pricing in several key areas on an ongoing basis. It is anticipated that the end users will be able to use this Pricing Landing page as a tool to aid in pricing and negotiating plans and device accessory purchases from all awarded contractors. Contractors are expected to provide certain required fields for the Pricing Landing Page. This Section applies only to Category 1 awards.

### 6.2 Pricing Landing Page Requirements

#### 6.2.1 General Requirements

The Pricing Landing Page will consist of a webpage to allow for quick reference of plans, equipment, accessories and services offered by contractors. Contractors may update the required fields at their discretion whenever they wish. The fields must be populated by contractors.

#### 6.2.2 for Carriers/Contractors (Awarded under Category 1)

At the onset of the contract, Carriers/Contractors will be required to enter in pricing plans for the following scenarios that are found in Attachment C (Costsheet):

- Plans that include a subsidized device in the monthly rate plan cost
  - Basic phone with unlimited voice and messaging
  - Smartphone - 4 Gig of data, unlimited voice & messaging
  - Smartphone - 300 minutes of voice, unlimited data & messaging
  - Smartphone - unlimited data, voice & messaging
  - data only - low - 150 kb
  - data only - moderate - 4 Gig
  - data only - unlimited data
- Plans that require user to supply the device or pay for it separately
  - Smartphone - 4 Gig of data, unlimited voice & messaging
  - Smartphone - unlimited data, voice & messaging
  - Tablet - 1 Gig of data
  - Tablet - shares data with other devices
  - data only - low - 150 kb
  - data only - moderate - 4 Gig
  - data only - unlimited data

These categories have been identified as representing the rate plans and services that are most commonly purchased by NASPO Participating Entities. The categories may be changed as desired by the contractor by submitting updates to NASPO ValuePoint.

## **6.3 Pricing Landing Page Features**

### Pricing information

The Lead state will develop a required reporting based on the 14 scenarios listed in Attachment C for the landing page. The lead state reserves the right to determine requirements.

### Disclaimers

Clear disclaimers to end users that all pricing reflects contractors best estimates for hypothetical use cases and does not represent local fees, taxes and potential discounts available at specific locations

### Point of Contact Information

Sales, Customer Service and Contract Administration point of contact information for ease of reference

### Current Offers

Current Discounts, Offers, and Specials available to end users. This would be done on a national basis. Disclaimers for reasonable variance will be allowed at the discretion of the lead state.

## **Section 7: Administration of Contracts**

### **7.1 Quarterly Amendment**

The Lead State anticipates it will provide for regular quarterly amendments to the Master Agreement if there is a need to add new products or services. (Section 4). The Lead State at its discretion may elect to amend the Master Agreement at any time.

### **7.2 Quarterly Call**

The Lead State and sourcing team intend to hold quarterly calls to facilitate new products/services, discuss the administration of the Master Agreements, and all other applicable aspects of the master agreement.

### **7.3 Annual Meeting**

Contractors must be available for an annual meeting in person to discuss continuing administration of the contract. The Lead State anticipates meeting once a year in person to facilitate more in depth communication. The location of in-person meetings will be in The Salt Lake City area, or elsewhere at the discretion of the Lead State.

### **7.4 Published Documents**

The Lead State intends to publish all new product/service request forms, new product logs, and any sourcing committee recommendations and notes related for reference. End users may use these documents to aid in their purchasing decisions.









**MASCO - Vehicle Sales, Leasing & Acquisition Adjustment - Overview**  
**Category: Fleet Management Leasing**

Vehicle	Quantity	Model/Year	MSRP	Leasing Cost	Description
Ford Focus (54 months)	18	2018	\$16,095	\$1,000	Includes MSRP, excludes destination, tax, title, license, and dealer fees. Includes 30,000 miles per year. Includes maintenance and roadside assistance. Includes 24-hour roadside assistance. Includes 24-hour roadside assistance.
	300	2019	\$16,343	\$1,000	Includes MSRP, excludes destination, tax, title, license, and dealer fees. Includes 30,000 miles per year. Includes maintenance and roadside assistance. Includes 24-hour roadside assistance. Includes 24-hour roadside assistance.
	300	2018	\$16,343	\$1,000	Includes MSRP, excludes destination, tax, title, license, and dealer fees. Includes 30,000 miles per year. Includes maintenance and roadside assistance. Includes 24-hour roadside assistance. Includes 24-hour roadside assistance.
	300	2018	\$16,343	\$1,000	Includes MSRP, excludes destination, tax, title, license, and dealer fees. Includes 30,000 miles per year. Includes maintenance and roadside assistance. Includes 24-hour roadside assistance. Includes 24-hour roadside assistance.
	300	2018	\$16,343	\$1,000	Includes MSRP, excludes destination, tax, title, license, and dealer fees. Includes 30,000 miles per year. Includes maintenance and roadside assistance. Includes 24-hour roadside assistance. Includes 24-hour roadside assistance.

<b>Total Annual Leasing Cost</b>					
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**Vehicle Details**

Vehicle	Quantity	Model/Year	MSRP	Leasing Cost	Description
Ford Focus (54 months)	18	2018	\$16,095	\$1,000	Includes MSRP, excludes destination, tax, title, license, and dealer fees. Includes 30,000 miles per year. Includes maintenance and roadside assistance. Includes 24-hour roadside assistance. Includes 24-hour roadside assistance.
	300	2019	\$16,343	\$1,000	Includes MSRP, excludes destination, tax, title, license, and dealer fees. Includes 30,000 miles per year. Includes maintenance and roadside assistance. Includes 24-hour roadside assistance. Includes 24-hour roadside assistance.
	300	2018	\$16,343	\$1,000	Includes MSRP, excludes destination, tax, title, license, and dealer fees. Includes 30,000 miles per year. Includes maintenance and roadside assistance. Includes 24-hour roadside assistance. Includes 24-hour roadside assistance.
	300	2018	\$16,343	\$1,000	Includes MSRP, excludes destination, tax, title, license, and dealer fees. Includes 30,000 miles per year. Includes maintenance and roadside assistance. Includes 24-hour roadside assistance. Includes 24-hour roadside assistance.
	300	2018	\$16,343	\$1,000	Includes MSRP, excludes destination, tax, title, license, and dealer fees. Includes 30,000 miles per year. Includes maintenance and roadside assistance. Includes 24-hour roadside assistance. Includes 24-hour roadside assistance.

<b>Total Annual Leasing Cost</b>					
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<b>Total Annual Leasing Cost</b>					
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**CJ18020 Wireless Voice, Data and Accessories Attachment C: Costsheets**

**Category 3B: Mobile Device Management Costsheets**

Instructions: Offeror, Please fill out all fields in this color below. The value in Cell D30 will be used to determine cost points in the evaluation of your Mobile Device Management offering. Although only basic Mobile Device Management costs will be used to evaluate cost, offeror shall make available their full suite of Mobile Device Management services should they be awarded under this contract.

<b>MobileIron Core</b>		<b>AT&amp;T Mobile Iron Core</b>		
<b>Monthly Recurring Cost</b>				
<b>Description</b>	<b>minimum quantity of licenses</b>	<b>monthly fee</b>	<b>total annual cost (qty x fee x 12)</b>	<b>OFFEROR NOTES</b> Describe plan attributes and characteristics per the instructions*
MA149-1 Wireless Voice, Data and Accessories Attachment C: Costsheet	10	\$6.00	\$720.00	Support Mac OS, Windows 10, iOS, and Android management. Configure, deploy, and update apps and policies — no user intervention required. Support both SDK and wrapping methods for app containerization. Remote Wipe. AD/LDAP, Kiosk Mode/Apple DEP, Separate enterprise and personal apps and data on the device. Derived credentials and Bridge.
	100	\$6.00	\$7,200.00	
	500	\$6.00	\$36,000.00	
	1000	\$6.00	\$72,000.00	
<b>Total Annual Recurring Cost</b>			<b>\$115,920.00</b>	

<b>Service Requirements</b>	
<b>Description</b>	<b>requirements</b>
Basic Mobile Device Management	<ul style="list-style-type: none"> <li>*Central control to enroll, configure, secure, monitor and manage all enrolled devices (iOS, Android, BlackBerry, Windows)</li> <li>*Ability to configure and update devices over-the-air</li> <li>*Ability to push and update custom apps to devices over-the-air</li> <li>*Enforce security and compliance policies</li> <li>*Secure Mobile Access to corporate resources</li> <li>*Provide Secure Container for corporate apps and data on each device</li> <li>*Ability to remote wipe entire device and / or only apps and data in secure container</li> </ul>

<b>Installation &amp; Set Up Costs</b>				
<b>Description</b>	<b>min/mum quantity of licenses</b>		<b>Total Set Up Cost</b>	<b>OFFEROR NOTES</b> Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		\$9,000.00	Kick-Off Call, Readiness Call of Customer Environment/Server. Install Core, Install Connector integrate to Active Directory, Install (up to) 2 Sentries and integrate to Exchange, Add 10 Applications, Add 10 Policies and configurations, Add 10 Users/Devices, Access control, Policy configuration alerts, Add 10 Users/Devices, Admin training, Policy configuration alerts, Configure and test Docs@Work, Configure and test Web@Work, Configure and test Dataview, Configure and test Tunnel, Additional details covered in Statement of Work.
	100		\$9,000.00	
	500		\$9,000.00	
	1000		\$9,000.00	
<b>Total Installation and Set Up Cost</b>			<b>\$36,000.00</b>	

<b>Installation &amp; Set Up Requirements</b>	
<b>Description</b>	<b>requirements</b>
Installation, Set Up and Basic System Administrator Training	<ul style="list-style-type: none"> <li>*Set up and configuration of customer's instance in provider's hosted environment</li> <li>*At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer</li> </ul>

**Scorable Cost** **\$151,920.00**

**Consultative Hourly Rate (this rate will be included in the contract)** **\$250.00**

**MA149-1 Wireless Voice, Data and Accessories Attachment C: Costsheet**

**Category 3B: Mobile Device Management Costsheet**

Instructions: Offeror, Please fill out all fields in this color below. The value in Cell D30 will be used to determine cost points in the evaluation of your Mobile Device Management offering. Although only basic Mobile Device Management costs will be used to evaluate cost, offeror shall make available their full suite of Mobile Device Management services should they be awarded under this contract.

<b>MobileIron Cloud</b>		<b>AT&amp;T Mobile Iron Cloud</b>		
<b>Monthly Recurring Cost</b>				
<b>Description</b>	<b>minimum quantity of licenses</b>	<b>monthly fee</b>	<b>total annual cost (qty x fee x 12)</b>	<b>OFFEROR NOTES Describe plan attributes and characteristics per the instructions*</b>
Basic Mobile Device Management cost per device	10	\$6.00	\$720.00	Support Mac OS, Windows 10, iOS, and Android management. Configure, deploy, and update apps and policies — no user intervention required. Support both SDK and wrapping methods for app containerization. Remote Wipe AD/LDAP, Kiosk Mode/Apple DEP, Separate enterprise and personal apps and data on the device. Derived credentials and Bridge
	100	\$6.00	\$7,200.00	
	500	\$6.00	\$36,000.00	
	1000	\$6.00	\$72,000.00	
<b>Total Annual Recurring Cost</b>			<b>\$115,920.00</b>	
<b>Service Requirements</b>				
<b>Description</b>	<b>requirements</b>			
Basic Mobile Device Management	<ul style="list-style-type: none"> <li>*central control to enroll, configure, secure, monitor and manage all enrolled devices (iOS, Android, BlackBerry, Windows)</li> <li>*Ability to configure and update devices over-the-air</li> <li>*Ability to push and update custom apps to devices over-the-air</li> <li>*Enforce security and compliance policies</li> <li>*Secure Mobile Access to corporate resources</li> <li>*Provide Secure Container for corporate apps and data on each device</li> <li>*Ability to remote wipe entire device and / or only apps and data in secure container</li> </ul>			
<b>Installation &amp; Set-Up Costs</b>				
<b>Description</b>	<b>minimum quantity of licenses</b>		<b>Total Set Up Cost</b>	<b>OFFEROR NOTES Details of Installation and Set Up of customer's instance</b>
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		\$5,500.00	Kick-Off Call, Readiness Call of Customer Environment/Server, Install Connector and integrate with Active Directory, Install (up to) 2 Sentries and integrate with Exchange and other features, Add 10 Applications, Add 10 Policies and configurations, Add 10 Users/Devices, Set up Kiosk Mode, Policy configuration alerts. Configure and test Docs@Work, Configure and test Web@Work. Configure and test Dataview, Configure and test Tunnel, Additional details covered in Statement of Work
	100		\$5,500.00	
	500		\$5,500.00	
	1000		\$5,500.00	
<b>Total Installation and Set Up Cost</b>			<b>\$22,000.00</b>	
<b>Installation &amp; Set Up Requirements</b>				
<b>Description</b>	<b>requirements</b>			
Installation, Set Up and Basic System Administrator Training	<ul style="list-style-type: none"> <li>*Set up and configuration of customer's instance in provider's hosted environment</li> <li>*At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer</li> </ul>			

**Scorable Cost** **\$137,920.00**

MA169-1 Wireless Voice, Data and Accessories Attachment C - Cost/Unit

Category 38: Mobile Device Management Cost/unit

Instructions: Offeror, Please fill out all fields in this color block. The release of this information will be used to determine cost points in the evaluation of your Mobile Device Management offering. Although only basic Mobile Device Management costs will be used to evaluate cost, offeror shall make available their full suite of Mobile Device Management services should they be awarded under this contract.

Description	Minimum quantity of licenses	Monthly Price/Unit		OFFEROR NOTES: Describe plan attributes and characteristics per the instructions.*
		Unit	Total Annual Cost	
ATWatch by VMware Government Services, License Management Suite, Dedicated Cloud, Per Device, ASD Support	20	\$7.50	\$1,800.00	ATWatch by VMware provides secure access and device management. VMware's platform is the intelligence-driven digital workspace platform that employs security delivers and manages any app on any device by integrating access control, application management and multi-platform endpoint management. Integrates with consumer simple, single sign-on access to cloud, mobile, web and Windows apps in one unified catalog and includes powerfully integrated email, calendar, file and social collaboration tools that engage employees.
ATWatch by VMware Government Services, License Management Suite, Dedicated Cloud, Per Device, VMware Production Support	20	\$7.50	\$1,800.00	ATWatch by VMware provides secure access and device management. VMware's platform is the intelligence-driven digital workspace platform that employs security delivers and manages any app on any device by integrating access control, application management and multi-platform endpoint management. Integrates with consumer simple, single sign-on access to cloud, mobile, web and Windows apps in one unified catalog and includes powerfully integrated email, calendar, file and social collaboration tools that engage employees.
ATWatch by VMware Government Services, License Management Suite, Dedicated Cloud, Per Device, ASD Support	20	\$8.75	\$1,800.00	ATWatch by VMware provides secure access and device management. VMware's platform is the intelligence-driven digital workspace platform that employs security delivers and manages any app on any device by integrating access control, application management and multi-platform endpoint management. Integrates with consumer simple, single sign-on access to cloud, mobile, web and Windows apps in one unified catalog and includes powerfully integrated email, calendar, file and social collaboration tools that engage employees.
ATWatch by VMware Government Services, License Management Suite, Dedicated Cloud, Per Device, VMware Production Support	20	\$9.25	\$1,800.00	ATWatch by VMware provides secure access and device management. VMware's platform is the intelligence-driven digital workspace platform that employs security delivers and manages any app on any device by integrating access control, application management and multi-platform endpoint management. Integrates with consumer simple, single sign-on access to cloud, mobile, web and Windows apps in one unified catalog and includes powerfully integrated email, calendar, file and social collaboration tools that engage employees.
ATWatch by VMware Government Services, License Management Suite, Dedicated Cloud, Per Device, ASD Support	20	\$9.50	\$2,200.00	ATWatch by VMware provides secure access and device management. VMware's platform is the intelligence-driven digital workspace platform that employs security delivers and manages any app on any device by integrating access control, application management and multi-platform endpoint management. Integrates with consumer simple, single sign-on access to cloud, mobile, web and Windows apps in one unified catalog and includes powerfully integrated email, calendar, file and social collaboration tools that engage employees.
ATWatch by VMware Government Services, License Management Suite, Dedicated Cloud, Per Device, VMware Production Support	20	\$9.50	\$2,200.00	ATWatch by VMware provides secure access and device management. VMware's platform is the intelligence-driven digital workspace platform that employs security delivers and manages any app on any device by integrating access control, application management and multi-platform endpoint management. Integrates with consumer simple, single sign-on access to cloud, mobile, web and Windows apps in one unified catalog and includes powerfully integrated email, calendar, file and social collaboration tools that engage employees.
ATWatch by VMware Government Services, License Management Suite, Dedicated Cloud, Per Device, ASD Support	20	\$22.24	\$2,207.80	ATWatch by VMware provides secure access and device management. VMware's platform is the intelligence-driven digital workspace platform that employs security delivers and manages any app on any device by integrating access control, application management and multi-platform endpoint management. Integrates with consumer simple, single sign-on access to cloud, mobile, web and Windows apps in one unified catalog and includes powerfully integrated email, calendar, file and social collaboration tools that engage employees.
ATWatch by VMware Government Services, License Management Suite, Dedicated Cloud, Per Device, VMware Production Support	20	\$22.24	\$2,207.80	ATWatch by VMware provides secure access and device management. VMware's platform is the intelligence-driven digital workspace platform that employs security delivers and manages any app on any device by integrating access control, application management and multi-platform endpoint management. Integrates with consumer simple, single sign-on access to cloud, mobile, web and Windows apps in one unified catalog and includes powerfully integrated email, calendar, file and social collaboration tools that engage employees.
<b>Total Annual Estimated Cost</b>			<b>\$11,808.80</b>	

Basic Mobile Device Management	<ul style="list-style-type: none"> <li>Ability to track, configure, secure, manage all mobile devices (iOS, Android, BlackBerry, Windows)</li> <li>Ability to push and update mobile apps to devices over-the-air</li> <li>Ability to push and update mobile apps to devices over-the-air</li> <li>Ability to manage security and compliance policies</li> <li>Ability to manage mobile access to various resources</li> <li>Ability to secure containers for corporate files and data on each device</li> <li>Ability to integrate with other tools and/or only apps and data in secure container</li> </ul>
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Description	Minimum quantity of licenses	Unit Price	Total Set Up Fee	OFFEROR NOTES: Details of implementation and setup of services and/or devices.
Basic Installation - Hosted	20	\$1,000.00	\$	ATWatch will provide implementation services. The deployment will be conducted in an ATWatch hosted environment with optional integrations supported by an ATWatch Connector on the Customer's data center and mobile deployment of optional mobile app of devices.
Basic PLM Installation - Hosted	20	\$1,800.00	\$	Includes the ATWatch Connector software for the setup of shared Android devices.
Provision Installation - Hosted	20	\$2,000.00	\$	ATWatch will provide implementation services. The services include installation of the ATWatch Connector, an optional Connector and either a Secure Email Gateway or Password Manager for email management and an optional mobile app of devices.
Provision PLM Installation - Hosted	20	\$4,800.00	\$	Provision Plus Installation and Training. Set-Up includes all the features of Provision Installation and Training, as well as installation of a Mobile Access Gateway for content management or highly secure browsing, and installation, configuration, and training of VMware Identity Manager.
VMware Identity Manager Professional Services - Hosted	20	\$1,200.00	\$	Identity Manager™ is identity management for the mobile cloud that delivers one-touch access to nearly any app, from any authorized device, operated with AirWatch Conditional Access. Empower employees to get productive quickly with a self-service app store, while giving IT a central place to manage least privilege and access policy with enterprise-class directory integration identity federation and user analytics.
ADD-ON ASD (ATWatch Cloud Operation)	20	\$	\$ 600.00	ATWatch will remotely configure and integrate one ATWatch Connector. Setup will include integration to one Active Directory server. Customer is responsible for provisioning a server in accordance with the configuration checklist provided.
<b>Total Setup Fees and Set Up Cost</b>			<b>\$8,700.00</b>	

Installation, Set Up and Test System	<ul style="list-style-type: none"> <li>Installation, Set Up and Test System</li> <li>Installation, Set Up and Test System</li> </ul>
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**Estimated Cost** **\$16,758.80**

**MA149-1 Wireless Voice, Data and Accessories Attachment C: Costsheet**

**Category 3B: Mobile Device Management Costsheet**

Instructions: Offeror, Please fill out all fields in this color below. The value in Cell D30 will be used to determine cost points in the evaluation of your Mobile Device Management offering. Although only basic Mobile Device Management costs will be used to evaluate cost, offeror shall make available their full suite of Mobile Device Management services should they be awarded under this contract

<b>VENDOR</b>		AT&T MaaS360		
<i>Monthly Recurring Cost</i>				
<i>Description</i>	<i>minimum quantity of licenses</i>	<i>monthly fee</i>	<i>total annual cost (qty x fee x 12)</i>	<i>OFFEROR NOTES</i> Describe plan attributes and characteristics per the instructions*.
Basic Mobile Device Management cost per device	20	\$6.25	\$1,500.00	
	100	\$6.25	\$7,500.00	
	500	\$6.25	\$37,500.00	
	1000	\$6.25	\$75,000.00	
<b>Total Annual Recurring Cost</b>			<b>\$121,500.00</b>	
<i>Service Requirements</i>				
<i>Description</i>	<i>requirements</i>			
Basic Mobile Device Management	<ul style="list-style-type: none"> <li>*Central control to enroll, configure, secure, monitor and manage all enrolled devices (iOS, Android, Blackberry, Windows)</li> <li>*Ability to configure and update devices over-the-air</li> <li>*Ability to push and update custom apps to devices over-the-air</li> <li>*Enforce security and compliance policies</li> <li>*Secure Mobile Access to corporate resources</li> <li>*Provide Secure Container for corporate apps and data on each device</li> <li>*Ability to remote wipe entire device and / or only apps and data in secure container</li> </ul>			
<i>Installation &amp; Set Up Costs</i>				
<i>Description</i>	<i>minimum quantity of licenses</i>		<i>Total Set Up Cost</i>	<i>OFFEROR NOTES</i> Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	20		\$2,000.00	
	100		\$2,000.00	
	500		\$2,000.00	
	1000		\$2,000.00	
<b>Total Installation and Set Up Cost</b>			<b>\$8,000.00</b>	
<i>Installation &amp; Set Up Requirements</i>				
<i>Description</i>	<i>requirements</i>			
Installation, Set Up and Basic System Administrator Training	<ul style="list-style-type: none"> <li>*Set up and configuration of customer's instance in provider's hosted environment</li> <li>*At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.</li> </ul>			

<b>Scorable Cost</b>	<b>\$129,500.00</b>
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**MA149-1 Wireless Voice, Data and Accessories Attachment C: Costsheet**

**Category 3B: Mobile Device Management Costsheet**

Instructions: Offeror, Please fill out all fields in this color below. The value in Cell D30 will be used to determine cost points in the evaluation of your Mobile Device Management offering. Although only basic Mobile Device Management costs will be used to evaluate cost, offeror shall make available their full suite of Mobile Device Management services should they be awarded under this contract.

<b>VENDOR</b>		<b>AT&amp;T Lookout</b>		
<i>Monthly Recurring Cost</i>				
<i>Description</i>	<i>minimum quantity of licenses</i>	<i>monthly fee</i>	<i>total annual cost (qty x fee x 12)</i>	<i>OFFEROR NOTES</i> Describe plan attributes and characteristics per the instructions*
Basic Mobile Device Management cost per device	10	\$5.50	\$660.00	Per license per month fee - one license covers one device
	100	\$5.25	\$6,300.00	Per license per month fee - one license covers one device
	500	\$5.00	\$30,000.00	Per license per month fee - one license covers one device
	1000	\$4.50	\$54,000.00	Per license per month fee - one license covers one device
<b>Total Annual Recurring Cost</b>			<b>\$90,960.00</b>	
<i>Service Requirements</i>				
<i>Description</i>	<i>requirements</i>			
Basic Mobile Device Management	*central control to enroll, configure, secure, monitor and manage all enrolled devices (ios, Android, Blackberry, Windows) *Ability to configure and update devices over-the-air *Ability to push and update custom apps to devices over-the-air *Enforce security and compliance policies *Secure Mobile Access to corporate resources *Provide Secure Container for corporate apps and data on each device *Ability to remote wipe entire device and / or only apps and data in secure container			
<i>Installation &amp; Set Up Costs</i>				
<i>Description</i>	<i>minimum quantity of licenses</i>		<i>Total Set Up Cost</i>	<i>OFFEROR NOTES</i> Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		\$750.00	
	100		\$750.00	
	500		\$750.00	
	1000		\$750.00	
<b>Total Installation and Set Up Cost</b>			<b>\$3,000.00</b>	
<i>Installation &amp; Set Up Requirements</i>				
<i>Description</i>	<i>requirements</i>			
Installation, Set Up and Basic System Administrator Training	*Set up and configuration of customer's instance in provider's hosted environment *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer			

<b>Scorable Cost</b>	<b>\$93,960.00</b>
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**MA149-1 Wireless Voice, Data and Accessories Attachment C: Costsheet  
Category 3B: Mobile Device Management Costsheet**

Instructions: Offeror, Please fill out all fields in this color below. The value in Cell D30 will be used to determine cost points in the evaluation of your Mobile Device Management offering. Although only basic Mobile Device Management costs will be used to evaluate cost, offeror shall make available their full suite of Mobile Device Management services should they be awarded under this contract

<b>VENDOR</b>		<b>AT&amp;T SEP</b>		
<b>Monthly Recurring Cost</b>				
<i>Description</i>	<i>minimum quantity of licenses</i>	<i>monthly fee</i>	<i>total annual cost (qty x fee x 12)</i>	<i>OFFEROR NOTES Describe plan attributes and characteristics per the instructions*</i>
Basic Mobile Device Management cost per device	10	\$6.00	\$720.00	Per license per month fee - one license covers one device
	100	\$5.50	\$6,600.00	Per license per month fee - one license covers one device
	500	\$5.00	\$30,000.00	Per license per month fee - one license covers one device
	1000	\$4.50	\$54,000.00	Per license per month fee - one license covers one device
<b>Total Annual Recurring Cost</b>			<b>\$91,320.00</b>	
<b>Service Requirements</b>				
<i>Description</i>		<i>requirements</i>		
Basic Mobile Device Management		*central control to enroll, configure, secure, monitor and manage all enrolled devices (iOS, Android, Blackberry, Windows) *Ability to configure and update devices over-the-air *Ability to push and update custom apps to devices over-the-air *Enforce security and compliance policies *Secure Mobile Access to corporate resources *Provide Secure Container for corporate apps and data on each device *Ability to remote wipe entire device and / or only apps and data in secure container		
<b>Installation &amp; Set Up Costs</b>				
<i>Description</i>	<i>minimum quantity of licenses</i>		<i>Total Set Up Cost</i>	<i>OFFEROR NOTES Details of Installation and Set Up of customer's instance</i>
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		\$750.00	
	100		\$750.00	
	500		\$750.00	
	1000		\$750.00	
<b>Total Installation and Set Up Cost</b>			<b>\$3,000.00</b>	
<b>Installation &amp; Set Up Requirements</b>				
<i>Description</i>		<i>requirements</i>		
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer		

**Scorable Cost** **\$94,320.00**

**MA149-1 Wireless Voice, Data and Accessories Attachment C: Costsheet**

**Category 3C: Mobile Integration Costsheet**

Instructions: Offeror, Please fill out all fields in this color below. The value in Cell D30 will be used to determine cost points in the evaluation of your Mobile Integration offering. Although only basic Mobile Integration Features will be used to evaluate cost, offeror shall make available their full suite of Mobile Integration services should they be awarded under this contract

<b>VENDOR</b>		AT&T Collaborate - Enhanced Mobile		
<b>Monthly Recurring Cost</b>				
Description	minimum quantity of licenses	monthly fee	total annual cost (qty x fee x 12)	OFFEROR NOTES Describe plan attributes and characteristics per the Instructions*
Basic Mobile Integration cost per device	10	\$14.95	\$1,794.00	
	100	\$14.95	\$17,940.00	
	500	\$14.95	\$89,700.00	
	1000	\$14.95	\$179,400.00	
<b>Total Annual Recurring Cost</b>			<b>\$288,834.00</b>	

<b>Service Requirements</b>	
Description	requirements
Basic Mobile Integration	<p>As a minimum, solutions meeting this criteria will provide</p> <ul style="list-style-type: none"> <li>*Single Number Reach or the ability for a user to be reached at a single business telephone number</li> <li>*Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing</li> <li>*Single Voicemail Box for calls to that single business number.</li> </ul>

<b>Installation &amp; Set Up Costs</b>				
Description	minimum quantity of licenses		Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10			
	100			
	500			
	1000			
<b>Total Installation and Set Up Cost</b>			<b>\$0.00</b>	

<b>Installation &amp; Set Up Requirements</b>	
Description	requirements
Installation, Set Up and Basic System Administrator Training	<ul style="list-style-type: none"> <li>*Set up and configuration of customer's mobile service with integration to wired service</li> <li>*At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.</li> </ul>

<b>Scorable Cost</b>	<b>\$288,834.00</b>
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Consultative Hourly Rate (this rate will be included in the	\$0.00
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# MA149-1 AT&T Attachment G: Plan Coverage

Plan Name	Effective Date	Plan Type	Carrier	Plan Code	Plan Description	Annual Premium	Monthly Premium	Plan Features	Plan Details	Plan Status	Notes
AT&T Health Select - Individual Plan for Employees (Self-Insured)	01/01/00	Health	AT&T	101	Individual Health Plan for Employees	\$1500	\$125	Medical, Hospital, Surgical, Prescription, Dental, Vision	Annual Premium: \$1500, Monthly Premium: \$125	Active	Standard coverage for employees. Includes medical, hospital, surgical, prescription, dental, and vision benefits.
AT&T Health Select - Individual Plan for Employees (Self-Insured)	01/01/00	Health	AT&T	102	Individual Health Plan for Employees	\$1600	\$133	Medical, Hospital, Surgical, Prescription, Dental, Vision, Hearing	Annual Premium: \$1600, Monthly Premium: \$133	Active	Standard coverage for employees. Includes medical, hospital, surgical, prescription, dental, vision, and hearing benefits.
AT&T Health Select - Individual Plan for Employees (Self-Insured)	01/01/00	Health	AT&T	103	Individual Health Plan for Employees	\$1700	\$142	Medical, Hospital, Surgical, Prescription, Dental, Vision, Hearing, Eye	Annual Premium: \$1700, Monthly Premium: \$142	Active	Standard coverage for employees. Includes medical, hospital, surgical, prescription, dental, vision, hearing, and eye benefits.
AT&T Health Select - Individual Plan for Employees (Self-Insured)	01/01/00	Health	AT&T	104	Individual Health Plan for Employees	\$1800	\$150	Medical, Hospital, Surgical, Prescription, Dental, Vision, Hearing, Eye, Life	Annual Premium: \$1800, Monthly Premium: \$150	Active	Standard coverage for employees. Includes medical, hospital, surgical, prescription, dental, vision, hearing, eye, and life benefits.
AT&T Health Select - Individual Plan for Employees (Self-Insured)	01/01/00	Health	AT&T	105	Individual Health Plan for Employees	\$1900	\$158	Medical, Hospital, Surgical, Prescription, Dental, Vision, Hearing, Eye, Life, Disability	Annual Premium: \$1900, Monthly Premium: \$158	Active	Standard coverage for employees. Includes medical, hospital, surgical, prescription, dental, vision, hearing, eye, life, and disability benefits.
AT&T Health Select - Individual Plan for Employees (Self-Insured)	01/01/00	Health	AT&T	106	Individual Health Plan for Employees	\$2000	\$167	Medical, Hospital, Surgical, Prescription, Dental, Vision, Hearing, Eye, Life, Disability, Long Term Care	Annual Premium: \$2000, Monthly Premium: \$167	Active	Standard coverage for employees. Includes medical, hospital, surgical, prescription, dental, vision, hearing, eye, life, disability, and long term care benefits.
AT&T Health Select - Individual Plan for Employees (Self-Insured)	01/01/00	Health	AT&T	107	Individual Health Plan for Employees	\$2100	\$175	Medical, Hospital, Surgical, Prescription, Dental, Vision, Hearing, Eye, Life, Disability, Long Term Care, Travel	Annual Premium: \$2100, Monthly Premium: \$175	Active	Standard coverage for employees. Includes medical, hospital, surgical, prescription, dental, vision, hearing, eye, life, disability, long term care, and travel benefits.
AT&T Health Select - Individual Plan for Employees (Self-Insured)	01/01/00	Health	AT&T	108	Individual Health Plan for Employees	\$2200	\$184	Medical, Hospital, Surgical, Prescription, Dental, Vision, Hearing, Eye, Life, Disability, Long Term Care, Travel, Auto	Annual Premium: \$2200, Monthly Premium: \$184	Active	Standard coverage for employees. Includes medical, hospital, surgical, prescription, dental, vision, hearing, eye, life, disability, long term care, travel, and auto benefits.
AT&T Health Select - Individual Plan for Employees (Self-Insured)	01/01/00	Health	AT&T	109	Individual Health Plan for Employees	\$2300	\$192	Medical, Hospital, Surgical, Prescription, Dental, Vision, Hearing, Eye, Life, Disability, Long Term Care, Travel, Auto, Home	Annual Premium: \$2300, Monthly Premium: \$192	Active	Standard coverage for employees. Includes medical, hospital, surgical, prescription, dental, vision, hearing, eye, life, disability, long term care, travel, auto, and home benefits.
AT&T Health Select - Individual Plan for Employees (Self-Insured)	01/01/00	Health	AT&T	110	Individual Health Plan for Employees	\$2400	\$200	Medical, Hospital, Surgical, Prescription, Dental, Vision, Hearing, Eye, Life, Disability, Long Term Care, Travel, Auto, Home, Life Insurance	Annual Premium: \$2400, Monthly Premium: \$200	Active	Standard coverage for employees. Includes medical, hospital, surgical, prescription, dental, vision, hearing, eye, life, disability, long term care, travel, auto, home, and life insurance benefits.



Milestone Description	Planning Type	Status	Milestone ID	Milestone Name	Activity Details			Planned Resources	Activity Dates		Resource Allocation				Activity Performance										Overall Summary								
					Activity ID	Activity Name	Activity Duration		Start Date	End Date	Resource Name	Resource ID	Resource Type	Resource Rate	Actual Start	Actual End	Actual Duration	Actual Cost	Actual Resources	Actual Progress	Actual Variance	Actual Status	Actual Comments										
Project Kick-off Meeting	Project	Open	101	Project Kick-off Meeting	10101	Project Kick-off Meeting	10	Project Manager	2023-01-01	2023-01-01	Project Manager	1	1	1	2023-01-01	2023-01-01	10	10	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

No. of construction contracts	Priority of the contract	Contract value	Contract type	Contract description	Contract details												Contract value (thousands of dollars)	Contract status	Contract completion date
					FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012			
4701	Construction of a building for the Department of Defense	1,000,000	Fixed Price	Construction of a building for the Department of Defense	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	1,000,000	Completed	2012-01-01
4702	Construction of a building for the Department of Defense	2,000,000	Fixed Price	Construction of a building for the Department of Defense	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2,000,000	Completed	2012-01-01
4703	Construction of a building for the Department of Defense	3,000,000	Fixed Price	Construction of a building for the Department of Defense	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	3,000,000	Completed	2012-01-01
4704	Construction of a building for the Department of Defense	4,000,000	Fixed Price	Construction of a building for the Department of Defense	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	4,000,000	Completed	2012-01-01
4705	Construction of a building for the Department of Defense	5,000,000	Fixed Price	Construction of a building for the Department of Defense	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	5,000,000	Completed	2012-01-01
4706	Construction of a building for the Department of Defense	6,000,000	Fixed Price	Construction of a building for the Department of Defense	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	6,000,000	Completed	2012-01-01
4707	Construction of a building for the Department of Defense	7,000,000	Fixed Price	Construction of a building for the Department of Defense	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	7,000,000	Completed	2012-01-01
4708	Construction of a building for the Department of Defense	8,000,000	Fixed Price	Construction of a building for the Department of Defense	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	8,000,000	Completed	2012-01-01
4709	Construction of a building for the Department of Defense	9,000,000	Fixed Price	Construction of a building for the Department of Defense	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	9,000,000	Completed	2012-01-01
4710	Construction of a building for the Department of Defense	10,000,000	Fixed Price	Construction of a building for the Department of Defense	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	10,000,000	Completed	2012-01-01





# MA149-1 Attachment H

## NASPO ValuePoint Cooperative Contract Detailed Sales Report

Contractor:

Quarter:

Vendor Name	Vendor Contract Member	IS #	Customer Type	Bill to Agency	Bill to City	Bill to State	Bill to Zipcode	Acct # or Customer #	Invoice Date	Invoice #	Product Description	CRU Line	CRU NP#/fee	CRU Term	CRU Data	monthly service cost	Equipment Lease/Rental Cost	Total cost (monthly service + lease/rental)	Admin Fee
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### MA149-1 Attachment I

Field Name	Field Description
VENDOR	The awarded Contractor's name
VENDOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)
STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by Industrial practice for each contract - uniform for each contract]
BILL TO NAME	Customer (agency) Bill to name
BILL TO ADDRESS	Customer (agency) Bill to address
BILL TO CITY	Customer (agency) Bill to city
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME	Customer (agency) Ship to name
SHIP TO ADDRESS	Customer (agency) Ship to address
SHIP TO CITY	Customer (agency) Ship to city
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER	Vendor assigned order number
PO DATE (ORDER DATE)	(mm/dd/ccyy)
INVOICE DATE	(mm/dd/ccyy)
INVOICE NUMBER	Vendor assigned Invoice Number
PRODUCT DESCRIPTION	Product description of purchased product
UNSPSC	Commodity-level code based on UNSPSC code rules (8 Digits)
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]
NASPO ValuePoint PRICE	NASPO ValuePoint Price- US Currency (\$99999.999)
QUANTITY	Quantity Invoiced (99999.999)
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$99999999.999)
NASPO ValuePoint ADMIN FEE	Administrative Fee based on Total Price - US Currency (\$999999.999)
VAR/Reseller/Distributor	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant	Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional	More information



# MA 149-1 Attachment I Award Category 2 Reporting Template

NASPO ValuePoint Cooperative Contract Detailed Sales Report

Contractor:

Quarter:

Vendor Name	Vendor Contract Number	State	Customer Type	Bill to Agency	Bill to Address	Bill to City	Bill to Zipcode	Ship to Agency	Ship to Address	Ship to City	Ship to Zipcode	Order Number	PO Date	Invoice Date	Invoice Number	Product Description	Quantity	UNSPSC Classification	FBI or CBU	List Price/WWP	NASPO ValuePoint Price	Total Price	Admin Fee	Commission	Net Price	

Need to make a tip call? Please call us at 877-877-8777

Provider lists each Make / Model of equipment sold and the quantity sold of each.

Quantity Sold	Equipment/ Accessory Type	Part Number	Manufacturer	Model	Discount Eligible	List Price	Notes
---------------	---------------------------------	----------------	--------------	-------	----------------------	------------	-------

yes / no

to be taken  
from category  
2 cost sheet  
examples:  
smart phone  
tablet  
case  
etc ...

**NASPO ValuePoint Cooperative Contract Detailed Sales Report**

**Contractor:**

**Quarter:**

<b>Vendor Name</b>	<b>Vendor Contract Number</b>	<b>State</b>	<b>Customer Type</b>	<b>Invoice Date</b>	<b>IRU Lines</b>	<b>Total Cost</b>	<b>Admin Fee</b>
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Carrier lists every plan in use under the NASPO contract, provides the quantity of the lines of service using each plan and provides basic details of the plan

Line Count	Plan #	Plan Description	Discount Eligible	Access Cost Before Discount	Included In Plan						Notes
					Voice		Data		Text	subsidized	
					Minutes	Pooled	GB	Pooled	Qty	Device	

qty devices o if yes / no  
 this plan carrier  
 has one

<b>Field Name</b>	<b>Field Description</b>
<b>VENDOR</b>	The awarded Contractor's name
<b>VENDOR CONTRACT NUMBER</b>	Lead State assigned contract number (using Lead State's numbering protocol)
<b>STATE</b>	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
<b>CUSTOMER TYPE (SEGMENT)</b>	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
<b>BILL TO AGENCY</b>	Customer (agency) Bill to name
<b>BILL TO CITY</b>	Customer (agency) Bill to city
<b>INVOICE DATE</b>	(mm/dd/ccyy)
<b>PRODUCT DESCRIPTION</b>	Product description of purchased product
<b>CRU Lines</b>	Commodity-level code based on UNSPSC code rules (8 Digits)
<b>CRU Minutes</b>	Number of voice minutes used
<b>CRU Text</b>	Number of texts sent and received
<b>CRU Data</b>	Amount of data used
<b>CRU Gross Sales</b>	Gross Sales
<b>Equipment Lease</b>	Amount of monthly charges for leased equipment
<b>LIST PRICE/MSRP/CATALOG PRICE</b>	uniform for each contract]
<b>NASPO ValuePoint PRICE</b>	NASPO ValuePoint Price- US Currency (\$99999.999)
<b>QUANTITY</b>	Quantity Invoiced (99999.999)
<b>TOTAL PRICE</b>	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)
<b>NASPO ValuePoint ADMIN FEE</b>	Administrative Fee based on Total Price - US Currency (\$999999.999)





**NASPO**  
**ValuePoint**

**MA149-1**

**Attachment L**

**Wireless Data, Voice and Accessories**

**Network Technology Questionnaire**

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**Network Technology Questionnaire**

The following section requests a description of the characteristics of the networks that you will be using to provide the services covered by award Category 1 of this RFP. To understand the infrastructure and context in which your services will be offered, we ask that you please describe your existing networks, technologies, and plans.

**Table of Content:**

1. 4G Cellular Services
2. Network Reliability, Disaster Recovery and Business Continuity
3. 5G Cellular Services
4. VoLTE and Wideband Cellular Voice Services
5. IoT Cellular Network Services
6. RCS Cellular Messaging Services
7. Indoor Cellular Services
8. Cellular Services on Unlicensed Bands
9. Use of Wi-Fi in Cellular Services
10. Public Safety Wireless Priority Service (WPS) - For Bidders Offering Public Safety Services
11. National Broadband Public Safety Networks (NPSBNs) - For Bidders Offering Public Safety Services

## 1. 4G Cellular Services

Describe the current status and plans for your 4G LTE and earlier generation wireless voice/data technologies.

### 1. Current 4G network coverage across the U.S.

#### AT&T Response:

AT&T's technology plans for the AT&T Mobility Network are to continue to increase speeds and capacities. These plans include continued expansion of our 4G LTE-Advanced network and capabilities. We began our LTE evolution in 2009 and, since then, have activated LTE Advanced technology across 100% of our wireless broadband network. This enables 4G speeds when we combine with Ethernet or fiber backhaul and has enabled us to create the nation's most reliable 4G LTE Network. In fact, as of January 2017, our 4G LTE network provides coverage for 390 million people in North America.

### 2. Major planned enhancements for these and earlier generation networks in light of the deployment of 5G-based services

#### AT&T Response:

We don't anticipate any major AT&T Mobility Network upgrades that would make current generation phones obsolete and/or unusable.

However, AT&T is constantly upgrading our network. For example, over the past 5 years (2013-2017), AT&T invested more than \$140 billion in our wireless and wireline networks, including capital investments and acquisition of wireless spectrum and operations. The AT&T overall voice and data network now covers more than 99% of all Americans and our 4G LTE network covers nearly 400 million people and businesses in the U.S. and Mexico. AT&T has added LTE Advanced capabilities such as 256QAM, 4x4 MIMO and LAA just to name a few.

### 3. Voice Quality Performance Target/Guarantee:

#### AT&T Response:

AT&T is unable to share statistics about the annual number of attempted, dropped, and completed wireless services calls.

While we track and record this information as part of our commitment to network integrity, the exact figures are proprietary. However, we have a 99.999% network availability rating, and AT&T has fewer dropped calls than any other national carrier (based on nationwide carriers' reports).

#### a. Mean Opinion Score (MOS) rating for voice calls

##### AT&T Response:

AT&T uses several key metrics to measure the performance of the AT&T Mobility Network.

These metrics include:

- Data Accessibility on Our 3G and Long Term Evolution (LTE) Networks—the capability of user devices to successfully establish data sessions
- Voice Accessibility on Our 3G and Voice over LTE (VoLTE) Networks—the ability of users to successfully establish valid voice calls on the first attempt



- **Data Retainability on Our 3G and LTE Networks**—the capability of user devices to retain a data session without the network deactivating it
- **Voice Retainability on Our 3G and VoLTE Networks**—the capability of our network to maintain voice calls until users terminate them

AT&T considers some performance detail confidential, including call completion rates, dropped call statistics, and network availability. However, we can share that our core network rating for availability is 99.999% and our radio access network rating is 99.5%.

**b. Dropped Call Percentage**

**AT&T Response:**

AT&T is unable to share statistics about the annual number of attempted, dropped, and completed wireless services calls.

While we track and record this information as part of our commitment to network integrity, the exact figures are proprietary. However, we have a 99.999% network availability rating, and AT&T has fewer dropped calls than any other national carrier (based on nationwide carriers' reports).

**c. What improvements do you expect with the introduction of VoLTE and Wideband Voice?**

**AT&T Response:**

AT&T is unable to share statistics about the annual number of attempted, dropped, and completed wireless services calls.

While we track and record this information as part of our commitment to network integrity, the exact figures are proprietary. However, we have a 99.999% network availability rating, and AT&T has fewer dropped calls than any other national carrier (based on nationwide carriers' reports).

4. Broadband Data Performance Expectations/Guarantees:
- d. Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge)
  - e. Latency

**AT&T Response for d and e:**

Network	UL/DL (peak, sustained)	Range	Latency	Deployment Status	Deployment Plans
4G LTE	{100Mbps, ~10Mbps}	Cellular footprint	Ultra-low	Fully Operational	Deployed
Satellite	Varies	Global	Varies	Fully Operational	Deployed
LTE-M	{370Kbps, ~200kbps}	Cellular footprint	Low	Operational	Deployed
NB-IoT	{100Kbps, ~50kbps}	Cellular footprint	Low	TBD	TBD
Wi-Fi	802.11a/c compliant, 1Gbps}	National Footprint	Ultra-low	Fully Operational	Deployed
5G	TBD	TBD	Ultra-low	TBD	Standards expected end of 2018

5. Mobile E911 Technology
- f. Technology employed?

**AT&T Response:**

AT&T currently uses a handset device solution (AGPS / Device Based Hybrid) as its primary location solution for all mobility E911 calls. Through extensive testing in house, as well as through independent testing, we have found this solution to be the most reliable and accurate E911 solution available.

- g. Location Accuracy?

**AT&T Response:**

See 5.h Indoor versus outdoor accuracy

- h. Indoor versus outdoor accuracy?

**AT&T Response:**

Indoor locations will always have major challenges due to the available signals for AGPS, but the latest testing shows that our AGPS / Device Based Hybrid solution can deliver solid results with yields in the upper 80 percent and accuracy in the 10 meters range and better in some cases. Outdoor E911 calls are most often completed with accuracy within 10-20 meters, depending on the density of buildings within the coverage area of the caller.

- i. Compliance with February 2015 FCC Mandates

**AT&T Response:**

AT&T's Certification of Compliance with Wireless E-911 Location Accuracy Requirements is filed with the FCC and may be found at [Accuracy Certification](#).

**J. Technology Plans/Expectations/Timeframes**

**AT&T Response:**

As previously discussed, the FCC has established Horizontal Accuracy requirements for both outdoor and combined indoor/outdoor accuracy targets, as well as indoor vertical accuracy targets. The various targets and timeframes to comply with those targets have been specified in our response to 6(a)(iii), above. AT&T will comply with those accuracy benchmarks. [Also, as previously noted, the performance of vertical accuracy technologies is currently being evaluated. Accordingly, it is premature to comment on our technology plans now.]

**2. Network Reliability, Disaster Recovery and Business Continuity**

Describe your overall disaster preparedness plan, the steps you have taken to safeguard your internal and exposed assets, and the types of services and response we can anticipate in the event of an emergency or a disaster.

**AT&T Response:**

The AT&T National Disaster Recover (NDR) Team includes AT&T managers, engineers and technicians who have received special training in the physical recovery of the AT&T network. Members participate in several recovery exercises each year to sharpen and practice their skills using NDR's disaster recovery equipment and processes. AT&T holds these drills in a wide range of weather and field conditions to validate that our procedures work in different emergency conditions.

AT&T has extensive experience in planning for and responding to a broad range of contingencies, from hurricanes, to floods as well as acts of terrorism. AT&T's business continuity preparedness efforts include the day-to-day operational activities, broad scenario planning, individual threat analysis, centralized command, control, and coordination of detailed recovery procedures for all critical business functions.

1. Describe your overall approach to network hardening, including physical security for exposed assets, redundant links to cell sites, and internet-initiated threats.

**AT&T Response:**

All of the AT&T network assets are continuously monitored remotely. This monitoring identifies equipment deviations from expected function within a given timeframe, with a goal of identifying and mitigating equipment malfunctions before they ever get to a level that impacts a customer. As an ISP that has peers globally, AT&T is capable of monitoring traffic worldwide. Using network monitoring skills, AT&T can investigate and identify malicious traffic throughout the network before it impacts customers. Should any of this traffic pose a threat to AT&T internally, or to our cyber customers, AT&T will scrub the incoming internet packets and eliminate the malicious traffic before it impacts the internal or customer operations. Internally, AT&T routinely practices cyber best practices including access controls, least privilege, and separation of duties to ensure continuous operations of our network. Buildings and exposed assets are also similarly alarmed and continuously monitored for intrusion and open door situations. Always willing to improve hardening through lessons learned, in recent years the network team has hardened the wireless network through upgrading backhaul for improved performance from copper T1's to ethernet, adding Telecommunication Service Priority (TSP) designation to critical backhaul circuits not obtained through AT&T, maintain a rigorous battery program to ensure backup batteries remain

charged. In addition, where possible, all new cell site builds now include permanent generators for power backup. Even with these capabilities, should disaster strike, AT&T is ready with a full complement of backup and recovery assets including various sized generators, cells on wheels, satellite capable cells on wheels, and now drones with cellular capability to temporarily restore service to a failed asset. AT&T also has integrated cloud-based recovery to quickly recover service from a failed switch at a different location.

2. What are your greatest challenges in terms of recovery in the event of extensive damage throughout an extended area, and how do you address them?

**AT&T Response:**

Extensive field deployment experience has taught AT&T that personnel and vehicular access to the impacted areas, the reliability of fuel supplies to temporary power generation systems, and security in the field are high priority challenges to maintaining a recovery effort. AT&T maintains a National Security Emergency Preparedness (NS/EP) team who work with local and national agencies to obtain secure access to sites from local authorities to carry out recovery activities.

AT&T manages the deployment of large generators into the field to support recovery efforts of AT&T's network facilities. This self-sufficiency in power is a critical element but requires a consistent and reliable supply of fuel and associated security. When AT&T deploys power generators into the field, a parallel refueling plan is developed with associated logistics and is managed by a dedicated team to ensure all tanks are topped off on a regular basis, consumption rates are monitored, and issues identified and resolved quickly.

Field deployment of many recovery assets are inevitably supported by a significant number of AT&T personnel. These personnel are organized into teams within the overall Incident Command Structure. Staff are rotated through the deployment to ensure wellbeing. These staff are trained in disaster response, the technologies being used, and are located across the globe to meet the needs of the recovery scenario.

The integrity of the recovery effort is largely dependent up to the recovery assets themselves and their maintenance throughout the deployment period. The AT&T NDR Asset Management Team use a planned preventative maintenance program to manage field assets and keep them operational.

All of the field elements are managed, controlled and overseen by Field Incident Command run by the AT&T Network Disaster Recovery Team and sits under the umbrella of the overall AT&T Event Management Framework.

3. Describe the types and amounts of back-up batteries, generators, COWs/GOATs and other deployable assets you maintain, and how long a period of disruption you anticipate in your planning.

**AT&T Response:**

Today AT&T has 90 recovery technology trailers in our fleet. NDR's total inventory includes over 320 pieces of equipment, including large power and support trailers, emergency communications vehicles, hazmat trailers, and escort vehicles. These include nine trailers dedicated to the restoration of our IP network, as well as high-speed fiber-optic "transport" trailers

AT&T has provided network disaster recovery services for more than 20 years, and is prepared to support disaster recovery efforts through the duration of the event as needed.

4. Also describe how your organization would continue to function in the event of a widespread environmental or health threat that would require most citizens to remain at home.

**AT&T Response:**

AT&T is committed to providing exceptional customer service during any major incident and is actively engaged in disaster recovery preparedness. According to information provided by the World Health Organization and U.S. Centers for Disease Control, employers could be impacted by a health event in the following ways:

- High levels of absenteeism due to sickness and/or the need to care for sick family members
- “Social distancing”, or the desire to stay away from people who may be infected
- Schools, public transportation and public events may be cancelled to limit the spread of the disease
- The need to provide care to children that are out of school in an attempt to limit their exposure to the disease

For these reasons, the ability for employees to perform their job functions remotely will be critical to maintaining some level of business productivity. The employee’s ability to be productive will depend on their ability to communicate with others via the telephone, Internet access and access to their employer’s internal network.

AT&T is taking appropriate actions to support operations to supply service for our customers while considering and addressing the needs of our employees and their families. Depending on the nature of the event (e.g., the severity, duration and location) provisioning and repair intervals for some services may increase. AT&T works to maintain a safe work environment for its employees while following the disaster recovery plans to support customer needs.

**Additional information regarding AT&T’s Network Reliability, Disaster Recovery and Business Continuity is located in the Exhibit 1 ATT Business Continuity and Emergency Management Strategy document.**

### 3. 5G Cellular Services

Describe your deployment plans for 5G network coverage across the U.S.

#### 1. Expected Role of 5G in your overall network architecture.

We would like to understand where 5G “fits” in your overall network strategy.

For example, do you see 5G as:

- a. A wholesale upgrade for 4G LTE services in the wide area,

#### **AT&T Response:**

Until the standards are fully set, it is difficult to predict when there will be wide-scale availability. However, AT&T has announced that it intends to launch standards-based 5G service as early as late 2018. AT&T will continue to expand 5G going forward following the evolution of standards.

- b. A high-capacity local distribution solution for a 4G wide area network,
- c. Some combination of the two,
- d. A fixed wireless solution for business or residential Internet access, or
- e. Something else entirely?

#### **AT&T Response b, c, d, and e**

AT&T currently deploys and maintains dedicated and shared solutions for indoor coverage.

AT&T both builds and/or contracts indoor coverage solutions as appropriate to meet the needs of customer situations. These solutions may include, but are not limited to, Wi-Fi, Small Cells, and DAS. AT&T also supports customer self-built DAS systems to which AT&T attaches its licensed RF source equipment.

2. Please provide the fundamental strategy you are following for deploying 5G technologies going forward.

**AT&T Response:**

The path to 5G is through LTE. For AT&T, this includes investments we are making to build out our LTE network. A two-step process will be used to deploy 5G. AT&T has made a commitment to build a standards-based 5G network. This will help ensure the global interoperability and scale our customers deserve. What that means is that we should begin to see some 5G services as soon as late 2018 based on the initial standards (step-1). This overall approach will position AT&T to start the delivery of standards-based 5G mobile service to customers next year with support of new use cases and capabilities to follow over time.

AT&T has been and continues to be a significant contributor to the 5G standards efforts and intends to continue to be a leader in the industry with respect to 5G.

3. Timetable and total percent of 5G coverage in each state.

**AT&T Response:**

You'll see a lot of articles – both from AT&T and competitors – centered around being the first/latest/best to bring 5G to market. AT&T will be the first domestic operator to bring “mobile 5G” to the market as early as the end of 2018. While other operators will likely delay launches until 2019 or deliver a fixed wireless service to homes in 2018, AT&T will be the first to put a device in the hands of customers with a 5G network to match. So as it relates to true 5G, AT&T is out in front.

The term “5G Evolution” refers to the technological advancements that lay the foundation for 5G and will significantly benefit our customers. 5G Evolution markets bring peak theoretical speeds up to 400 Mbps which is a step change from traditional 4G networks. You can read more about this on our blogs starting [here](#).

4. Proposed Channel Sizes (in MHz) for macro area and small cell deployments

**AT&T Response:**

AT&T designs and deploys Indoor Coverage solutions to meet the customer's needs for high capacity. These solutions include, but are not limited to, Wi-Fi, Small Cells, and DAS deployments.

5. Frequency Band(s) to be used and primary applications for each.

**AT&T Response:**

AT&T is a leader in spectrum among US operators and has a diverse portfolio of low, mid and high band spectrum. We will continue to explore opportunities to acquire new spectrum through auctions or other means as our business needs require. AT&T will deploy 5G on various spectrum bands at various stages as user equipment evolves.

6. Pricing Model: Will 5G usage be metered and priced the same rates as 4G voice and data usage or will premium pricing be applied?

**AT&T Response:**

AT&T offers a wide variety of plans supporting wireless technologies.

#### 4. VoLTE and Wideband Cellular Voice Services

Describe you plans for Voice over LTE (VoLTE) and Wideband voice services

**1. Current level of VoLTE deployment and ongoing plans**

**AT&T Response:**

AT&T offers a nationwide VoLTE network and a large number of VoLTE-capable devices. We have taken a deliberate, calculated approach to our VoLTE roll-out. Currently deployment is at 100%.

**2. Wideband Voice (AMR-WB) Availability**

**AT&T Response:**

AMR-WB 12.65 kb/s is the current codec used for VoLTE and is fully deployed. In the future AT&T plans to deploy Enhanced Voice Services (EVS) which is an enhancement on AMR-WB and extends it to 13.2kb/s from 12.65kb/s.

**3. User device availability.**

**AT&T Response:**

AT&T offers equipment compatible with VoLTE and Wideband voice services.

**4. Wideband Voice Interoperability: - Between Mobile Carriers**

**- Mobile Carrier-to-PBX/UC Platform**

**(i.e. compatibility with wideband voice devices using G.722 or other wideband codecs)**

**AT&T Response:**

Mobile Carrier-to-PBX/UC Platform will typically not use AMR-WB codec but will switch to a different coding rate.

**5. Circuit Switched Fallback Included?**

**AT&T Response:**

**AT&T Response:**

The majority of AT&T's LTE voice devices support VoLTE and WB-AMR, as well as CSFB (Circuit Switch Fall Back).

**6. Describe your overall pricing model for VoLTE services (e.g. Will wideband voice be offered at the same price as existing voice calling services?).**

**AT&T Response:**

AT&T supports VoLTE calls with use on compatible equipment. AT&T offers rate plans based on the current technology and pricing is determined as the technology is deployed.

**7. As "voice" has essentially becomes additional "data traffic" with VoLTE, indicate the likelihood you will be offering internet-like all-data plans that support all traffic types as opposed to plans that distinguish voice, data and text services.**

**AT&T's Response:**

AT&T offers a nationwide VoLTE network and a large number of VoLTE-capable devices. We have taken a deliberate, calculated approach to our VoLTE roll-out. AMR-WB 12.65 kb/s is the current codec used for VoLTE

and is fully deployed. In the future AT&T plans to deploy Enhanced Voice Services (EVS) which is an enhancement on AMR-WB and extends it to 13.2kb/s from 12.65kb/s.

**5. IoT Cellular Network Services**

Describe what you currently have and plan to introduce in the way of network services specifically geared toward Internet of Things (IoT) applications.

**1. List all IoT-Focused Transport Services (e.g. NB-IoT, LTE Cat M1, etc.) Offered and Planned**

**AT&T Response:**

AT&T has deployed LTE-M (also known as Cat-M1) due to the wider range of use cases it can support, the potential to combine voice and mobility with a low power use cases, and LTE-M’s ability to support FOTA/SOTA campaigns that have been deemed as Important by the LPWA community. LTE-M also allowed AT&T to enter the market quicker as it was effectively a software upgrade on the network. AT&T will continue to grow the LTE-M ecosystem by adding advanced features and working with device manufacturers and developers. According to GSMA, the mobile wireless operators’ association, 24 mobile operators have commercially launched 48 mobile IoT networks worldwide across both NB-IoT and LTE-M. GSMA forecasts 1.8 billion licensed LPWA connections by 2025. AT&T intends to deploy NB-IoT in 2019.

**2. Performance Expectations (For each service offered):**

- Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge)
- Maximum Transmission Range
- Expected Latency
- Frequency Band(s) Employed

**AT&T Response:**

Network	UL/DL (peak, sustained)	Range	Latency	Deployment Status	Deployment Plans
4G LTE	(100Mbps, ~10Mbps)	Cellular footprint	Ultra-low	Fully Operational	Deployed
Satellite	Varies	Global	Varies	Fully Operational	Deployed
LTE-M	(370Kbps, ~200kbps)	Cellular footprint	Low	Operational	Deployed
NB-IoT	(100Kbps, ~50kbps)	Cellular footprint	Low	TBD	TBD
Wi-Fi	802.11a/c compliant, 1Gbps)	National Footprint	Ultra-low	Fully Operational	Deployed
5G	TBD	TBD	Ultra-low	TBD	Standards expected end of 2018



### 3. General Deployment Plans and Targeted Availability

**AT&T Response:**

AT&T currently has no plans to utilize non-cellular wireless technologies in the IoT space like LoRa because we believe our LTE-M networks can handle those use cases and more.

AT&T plans to launch NB-IoT in the U.S. early next year, followed by Mexico by the end of 2019. Like LTE-M, NB-IoT technology will be deployed through software upgrades at cell sites across the U.S. and Mexico. Both will operate alongside our 4G LTE network and within our mobile 5G network. AT&T also plans to begin introducing mobile 5G to customers in a dozen cities in 2018, and AT&T is adding Charlotte and Raleigh, N.C. and Oklahoma City as the next three identified cities for our buildout. These cities will join our previously announced cities of Dallas, Atlanta, and Waco.

### 4. General Pricing Model(s) and Alignment To Minimize Cost with Specific Application Use Cases.

**AT&T Response:**

Pricing plans are based on usage, as well as solution type. In the low-bandwidth space we have annual or multi-year plans available as well as traditional monthly plans.

## 6. RCS Cellular Messaging Services

Describe your current and planned deployments of Rich Communications Service (RCS) service.

### 1. Planned/Deployed?

**AT&T Response:**

The messaging solutions will work as they do today on applicable devices and current networks.

### 2. Extent of Coverage

**AT&T Response:**

The messaging solutions will work as they do today on applicable devices and current networks.

### 3. List of Features Offered

**AT&T Response:**

The messaging solutions will work as they do today on applicable devices and current networks.

### 4. Supported devices

**AT&T Response:**

The messaging solutions will work as they do today on applicable devices and current networks.

### 5. Expectations for user adoption going forward

**AT&T Response:**

The messaging solutions will work as they do today on applicable devices and current networks.

## 7. Indoor Cellular Services

Describe your primary strategies addressing coverage problems in Indoor or other difficult to service locations, and the type of support you can provide to our buyers in addressing these issues.

1. General technology approaches (e.g. DAS, small cells, indoor repeaters, VoWiFi, etc.) for different environments (Small office, large office building, campus, sports arena, etc.)

### AT&T Response:

AT&T's selection criteria for Indoor technology solutions depends on specific customer requirements and building attributes such as size of facility, number of connected users, facility location, etc. AT&T's Indoor Coverage technology approach is consistent with existing and upcoming technologies such as 5G, Licensed Assisted Access, Internet of Things, Mobile Edge Computing, C-RAN, etc.

2. Process by which states request assistance with special coverage issues.

### AT&T Response:

State would contact their AT&T Representative to begin the process of coverage review

3. Availability of guidance regarding suitability of specific solutions to particular applications, known tradeoffs, regulatory issues (e.g. retransmission rights), and potential interference with existing Wi-Fi or other unlicensed networks in operation.

### AT&T Response:

AT&T both builds and/or contracts Indoor Coverage solutions as appropriate to meet the needs of customer situations. These solutions may include, but are not limited to, Wi-Fi, Small Cells, and DAS. AT&T also supports customer self-built DAS systems to which AT&T attaches its licensed RF source equipment.

4. Special support services regarding coverage problems that will be available to NASPO ValuePoint users under this contract

### AT&T Response:

AT&T's selection criteria for Indoor technology solutions depends on specific customer requirements and building attributes such as size of facility, number of connected users, facility location, etc. AT&T's Indoor Coverage technology approach is consistent with existing and upcoming technologies such as 5G, Licensed Assisted Access, Internet of Things, Mobile Edge Computing, C-RAN, etc.

## 8. Cellular Services on Unlicensed Bands

Describe your overall plans for use of unlicensed frequency bands in providing your service, and how you intend to handle problems arising from customer private networks that are also using those channels.

1. Frequency bands being considered

### AT&T Response:

AT&T has deployed 4G LTE with LAA in several markets on unlicensed 5Ghz band to be defined in Rel 16.

2. Planned applications for each band (e.g. Macro network, small cells, VoWiFi, etc.)

### AT&T Response:

5Ghz unlicensed band is used for LAA.

3. What level of problems do you anticipate regarding interference problems created through your use of unlicensed channels that might be occupied by WLANs or other private wireless systems?

**AT&T Response:**

Yes, AT&T has conducted live LTE-LAA field trials in its network and has deployed this technology at some small cell sites without interference problems. LTE-LAA is designed to exist in harmony with unlicensed spectrum technologies, such as Wi-Fi. This is done through a feature called "listen before talk," which ensures fair coexistence between LTE-LAA and Wi-Fi. As standards evolve and more options become available, the deployment of service in other unlicensed bands will be evaluated communicated to our customers.

4. How will users buying under this contract be notified that a system using unlicensed frequencies will be deployed in their facility and what steps will you be taking to ensure against interference with existing networks using those same unlicensed bands (e.g. Wi-Fi, Other 2.4 G/5GHz deployments)

**AT&T Response:**

AT&T has no plans to use unlicensed bands in our macro network.

In the AT&T Mobility network, small cells operate in conjunction with our larger macro mobility network to augment the coverage that larger cell towers provide.

Small cells come in various sizes and strengths. Each includes smart software that helps it operate with our existing macro mobility network and integrate with our other core networks through broadband technologies.

This software has Self-Organizing Network (SON) capabilities that enable the small cells to automatically adjust to their surroundings. By combining these capabilities with other SON techniques that we use in our macro network, we can automatically add coverage and capacity where we need to serve our customers' voice and data needs.

**9. Use of Wi-Fi in Cellular Services**

Describe how you use Voice/Data/Text over Wi-Fi, the nature of the Wi-Fi services you would use, how the decision is made to use Wi-Fi versus cellular, and the impact Wi-Fi use will have on billable traffic.

1. Do you offload traffic onto Wi-Fi Networks?

**AT&T Response:**

AT&T's Wi-Fi calling service is cellular preferred. The device will seek alternative networks when the signal strength on the cellular network is below a standard strength. Wi-Fi is used for voice calls only when weak or no cellular coverage or when traveling outside the U.S.

2. Indicate the approximate percentage of Wi-Fi usage for your total wireless network traffic over the following types of Wi-Fi networks:

- |  |                      |
|--|----------------------|
| - Wi-Fi Networks built and maintained by you-  | Voice ___% Data ___% |
| - Wi-Fi Networks from certified 3 <sup>rd</sup> Party providers<br>(e.g. Boingo, Cable Companies, etc.)- | Voice ___% Data ___% |
| - Customer Wi-Fi Networks-   | Voice ___% Data ___% |
| - Any open and available Wi-Fi network-  | Voice ___% Data ___% |

**AT&T Response:**

Wi-Fi Calling will work on customer provided Wi-Fi networks with proper security configurations.

3GPP Standard architecture approach - ePDG/S2b - allows VoLTE devices to connect to operator EPC & IMS core networks via Internet Wi-Fi access. Wi-Fi calling based on VoLTE design (requires HD Voice service) – IR.92 (ITU-T G722.2), AMR-WB codec. Architecture based on 3GPP standard – 3GPP 23.402 Un-trusted Non-3GPP Access.

WiFi calling can be open or restricted, depending on the nature of the network. Public networks, secure WiFi and enterprise networks requiring authentication are all accessible with proper security configuration.

3. How is the service choice made to use cellular versus Wi-Fi, and which Wi-Fi network to choose if there are multiple options available?

**AT&T Response:**

AT&T's W-fi calling service is cellular preferred. The device will seek alternative networks when the signal strength on the cellular network is below a standard strength. Wi-Fi is used for voice calls only when weak or no cellular coverage or when traveling outside the U.S.

4. Are any of the following traffic types sent over Wi-Fi charged against the user's service plan?
  - Voice?
  - Data?
  - Text (SMS/MMS)?

**AT&T Response**

Domestic calls made or received via Wi-Fi calling within the US, Puerto Rico, and US Virgin Islands will not incur additional charges (excluding calls to 411 and other premium numbers) and will not impact voice call airtime usage. Calls made to international numbers will incur international long-distance charges based on your existing rate plan or international package. Text messages sent or received using AT&T Wi-Fi calling are charged under your existing rate plan or international package.

## **10. Public Safety Wireless Priority Service (WPS) - For Bidders Offering Public Safety Services**

Describe your ability to provide Wireless Priority Service (WPS) voice services for State employees with critical job duties and responsibility for responding to disaster/emergency events.

We support the government Wireless Priority Service (WPS) program by giving first responders priority access to the mobility voice network during disasters when networks experience heavy use. For more information on eligibility and usage, visit <https://www.dhs.gov/wireless-priority-service-wps>.

1. Describe the general mechanism by which the network will prioritize WPS user calls (e.g. Will public network voice calls in progress be terminated to allow WPS calls to be connected?)

**AT&T Response:**

WPS is a priority telecommunications service that improves the connection capabilities for authorized public safety and national security and emergency preparedness (NS/EP) cell phone users. In the event of congestion in the wireless network, an emergency voice call using WPS will be given priority in the call queue for the next available channel. WPS calls do not deny the general public's use of the cellular network.

2. Can public safety officials disable calling for the general public to ensure WPS access for first responders?

**AT&T Response:**

They are prioritized in the queue, but consumer calls are not disabled.

3. What happens when a base station or other network element becomes overloaded with WPS calls?

**AT&T Response:**

WPS calls do not preempt calls in progress or deny the general public's use of the cellular network

4. Define the range of devices supported.

**AT&T Response:**

AT&T offers a wide variety of equipment that is compatible with WPS.

5. Does the service operate on 2G, VoLTE, or both?

**AT&T Response:**

WPS is supported on 3G and VoLTE

6. Do you provide enhanced reporting to public safety agencies regarding WPS availability, dropped calls, performance, etc.?

**AT&T Response:**

FirstNet Local Control gives Public Safety Entities near-real-time insight into the FirstNet network and local environmental conditions, including network status and alerts, weather and traffic conditions.

7. Describe the type of back-up and recovery measures that are included as part of WPS.

**AT&T Response:**

AT&T's back-up and recovery measures are managed by AT&T's Network Disaster Recovery Team.

8. Do you have the ability to augment coverage/capacity with deployable assets during events/disasters?

**AT&T Response:**

Yes, but the coverage provided with deployables is supported as part of the FN services to extend AT&T/FirstNet coverage. WPS as a service is supported on the FirstNet core.

9. Detail levels of user priority defined and procedures required in applying for and initiating WPS for a user.

**AT&T Response:**

All user requests for WPS service must be authorized by DHS/Office of Emergency Communications (OEC). Priority levels for WPS users are assigned by the Department of Homeland Security. When a WPS call is invoked AT&T will treat the call with the priority level assigned by DHS.

10. Confirm your ability to activate equipment and WPS within 24 hours after request in the event of a State of Disaster/Emergency.

**AT&T Response:**

AT&T has a deployables strategy and process for FN agencies in the event of a disaster/emergency.

**Overall AT&T Response for WPS:**

WPS as a Department of Homeland Security service that provides end-to-end voice priority over the AT&T 3G and 4G LTE networks, including interoperability with other carriers. It is voice only service invoked by dialing \*272 before a call and offers 5 levels of priority, with level 1 as the highest. Each level has a defined set of users: level 1 executive leadership and policy makers, level 2 disaster response/military command and control, level 3 public health, safety, and law enforcement command, level 4 public services/utilities and public welfare and level 5 disaster recovery. Customer qualification is managed by the Office of Emergency Communications.

WPS supports federal, state, local, tribal and territorial governments; public safety and emergency responders; industry partners who are responsible for maintaining the Nation's critical infrastructure; and other authorized users. Typical WPS users are responsible for the command and control functions critical to management of and response to national security and emergency situations. WPS is administered and authorized for use by the Department of Homeland Security (DHS), Office of Emergency Communications (OEC). The OEC requires organizations have a single point of contact (POC) who submits WPS requests online.

Wireless Priority Service (WPS): Only available to individuals authorized by the Department of Homeland Security (DHS), Office of Emergency Communications (OEC).

WPS is available on the AT&T GSM network (e.g. 3G and 4G LTE networks). WPS is not available in all areas; visit <https://www.dhs.gov/wps> and contact your AT&T account representative for complete details regarding availability. WPS provides end users with the ability to be put in a queue for the next available resource. AT&T makes no assurance regarding waiting times associated with WPS, nor can AT&T ensure that WPS calls will be connected.

**11. National Broadband Public Safety Networks (NPSBNs) - For Bidders Offering Public Safety Services**

Describe your plans for deploying FirstNet or FirstNet-like (i.e. National Broadband Public Safety Network) solutions for providing priority data and video service to State employees with critical job duties and responsibility for responding to disaster/emergency events.

**Service Overview**

1. Will the priority NPSBN service operate over a fully separate radio access (RAN) and evolved packet core (EPC) network, and if not, what elements will be shared with the public wireless network. Are those plans expected to change in the foreseeable future?

**AT&T Response:**

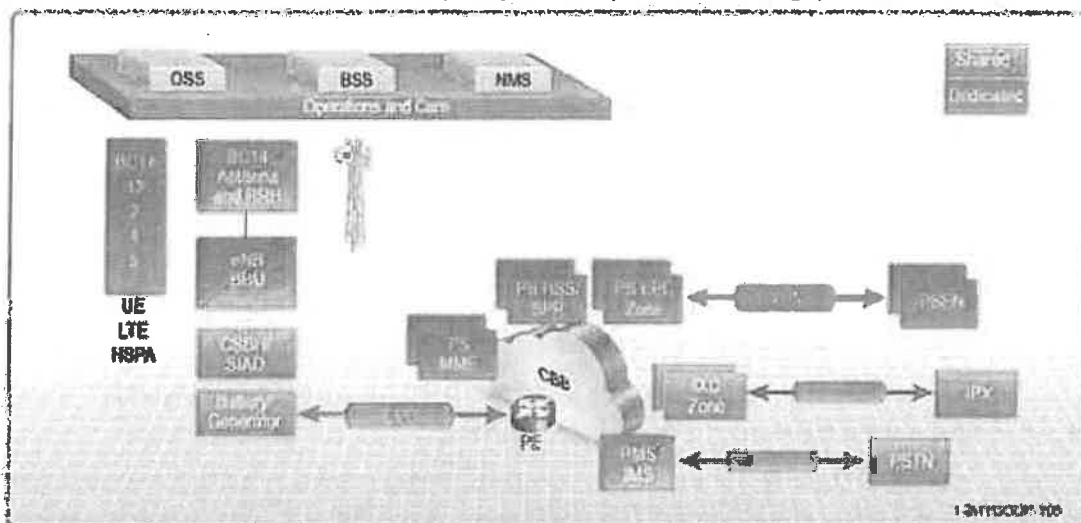
The FirstNet network platform will share the AT&T existing cell site infrastructure, including eNodeB baseband unit, antenna and coax, backhaul fiber and routers, core transport, external connectivity and service infrastructure, Operations Support Systems (OSS,) Business Support Systems (BSS), operations and care functions. Network elements and functions in the Evolved Packet Core (EPC), such as Mobility Management Entity (MME), Home Subscriber Server (HSS), and System Architecture Evolution-Gateway (SAE-GW), will be dedicated to the Nationwide Public Safety Broadband Network (NPSBN).

AT&T operates a nationwide, 3GPP-defined (3rd Generation Partnership Project) standards-based LTE network and is a participating member of 3GPP and the range of relevant standards organizations.

2. In shared network elements, describe the specific mechanisms by which public safety traffic will be prioritized over other public network traffic in both wireless and wired portions of the network.

**AT&T Response:**

The following figure provides a high-level view of AT&T and FirstNet common network elements. The figure illustrates an architecture where the NPSBN will be deployed using current AT&T architecture, infrastructure to include dedicated (FirstNet), and shared (AT&T and FirstNet) assets. Items are color-coded to depict whether network assets are shared (blue), dedicated (orange), or a hybrid (blue/orange).



AT&T uses 4G Long Term Evolution (LTE) standard configuration features to assign and manage priority so FirstNet users can connect and remain connected to the FirstNet network.

Access Class Barring (ACB) is the first line of defense in ensuring that high-priority users such as public safety can access the network. In cases where thousands of subscribers are attempting to access a cell site simultaneously, the site becomes so overwhelmed with connection requests that it does not have the resources to deal with all the users. In these situations, the network automatically invokes ACB based on congestion levels. ACB enables High Priority Access users to connect to the cell site, and prevents lower priority users from continually trying to connect to the network by forcing them to wait for some period of time before re-attempting to connect. Automated Access Class Barring (Auto ACB) is an always-on feature of the AT&T/FirstNet network which invokes ACB without manual intervention as soon as certain congestion/connection attempt thresholds are reached.

Quality of Service Class Index is a standards-based LTE network configuration parameter that tells the network how to prioritize and handle a particular data connection. A QCI value is assigned to a particular voice or data bearer (connection); a user could have different QCIs assigned to their voice calls, to data connections to a particular application, or to their general/Internet data connections.

Allocation and Retention Priority (ARP) is a standards-based LTE network configuration parameter that sets a priority level for a user to access resources from the network. ARP values are from 1-15, with a lower value representing "higher" priority.

Preemption Capability Indicator (PCI) and Preemption Vulnerability Indicator (PVI) are standards-based LTE network configuration parameters that indicate a user's ability to preempt others or be preempted. PCI and PVI can be configured on a per-bearer (channel) basis for different network services.

3. Describe the range of capabilities available to support Quality of Service (QoS) for different classes of public safety traffic (e.g. voice, video, PTT/MCPTT, priority data, best effort data, background data, etc.), and what modifications would be required on end user devices or servers to mark traffic so that it would be assigned to the correct QoS priority level.

**AT&T Response:**

FirstNet will provide public safety users with an evolving set of Quality of Service, Priority and Preemption (QPP) capabilities that will exceed anything previously available to public safety. QPP capabilities will continue to evolve over the next several years, with the addition of mission-critical services and priority levels. These features provide public safety users with assurance of network access whenever they need it.

Classes of priority for public safety are as follows:

- Extended Primary User (default): No High Priority Access (HPA); general user Allocation and Retention Priority (ARP) level; general user Quality of Service Class Identifier (QCI); no Preemption Capability; Preemption Vulnerability
- Extended Primary User with Enhanced Priority: HPA; enhanced ARP level; enhanced QCI; no Preemption Capability; Preemption Vulnerability
- Primary User Level: HPA; enhanced ARP level; enhanced QCI; Preemption Capability; no Preemption Vulnerability
- Incident Level (for Primary or Extended Primary/temporary only): HPA; higher ARP priority than Primary User; enhanced QCI; Preemption Capability; no Preemption Vulnerability

Priority Title	Qualified Users	Price	Comments
Incident Priority	All FirstNet User	No additional charge	Reached using the Uplift Request Tool only; Requires a FirstNet (black) SIM
Primary User Level	First Responders (Primary) Only	No additional charge; Not available to Extended Primary users	Can be set through Local Control; Can be available on the AT&T or FirstNet SIM
Extended Primary User with Enhanced Priority	Extended Primary Users Only	\$7.50/month	Can be set through Local Control; Can be available on the AT&T or FirstNet SIM
Extended Primary User with Best Effort (default)	Extended Primary Users Only	No additional charge	Default setting for Extended Primary Users; Can be available on the AT&T or FirstNet SIM

**Uplift Request Tool**

Overview:



Web-based, tablet-ready tool that allows Uplift Managers to uplift any phone number of the FirstNet CORE network. (This is indicated for a device by having the FirstNet (black) SIM.)

- Can be used in times of congestion or critical emergency situations.
- Can be set for a duration of 24 hours at a time, extended up to 14 days in one event.
- May have multiple Uplift Managers connected to one request.
- Uplift requests are not agency-specific. The tool allows any Uplift Manager to uplift any eligible telephone number.

4. What radio frequency band(s) will your public safety service be operating on? Are there plans to change or expand that list?

**AT&T Response:**

On February 22, 2012, the U.S. Congress enacted the Middle Class Tax Relief and Job Recovery Act of 2012, which directed the FCC to allocate the D-Block (758-763 MHz / 788-793 MHz) to public safety for use in a nationwide broadband network. Band 14 is being deployed to support public safety.

5. At any point do you plan to offer a physically separate public safety RAN (please provide your definition of "physically separate") using Band 14, and will public safety officials have the ability to preempt access to those radio network resources from the general public in the event of an emergency or disaster?

**AT&T Response:**

FirstNet service is provided using the FirstNet Evolved Packet Core, which is dedicated solely to Public Safety Entities subscribed to FirstNet and their Authorized Users. The FirstNet Evolved Packet Core is physically separate from the core network architecture used by AT&T to serve its commercial wireless customers. The FirstNet Evolved Packet Core is not used by commercial customers.

The AT&T commercial core and the FirstNet Evolved Packet Core share the same RAN. FirstNet is available on all of AT&T's LTE bands, including Band 14.

Since the FirstNet Evolved Packet Core is physically separate from the AT&T commercial core, the FirstNet Evolved Packet Core's capabilities may not be the same as the capabilities of the AT&T commercial core. A current list of the different capabilities of the FirstNet Evolved Packet Core and the AT&T commercial core, as well as the planned availability of additional features on the FirstNet Evolved Packet Core, can be found at [firstnet.com/features](http://firstnet.com/features).

Public safety officials will have the ability to preempt access to the radio network resources from the general public in the event of an emergency or disaster.

6. Describe the availability of compatible end devices for your public safety services, and identify any potential changes to your network offering (e.g. migration to Band 14) that would require device upgrades, and the scale of those upgrades (e.g. New SIM, Other hardware update, device replacement, etc.).

**AT&T Response:**

Public Safety Entities and their Authorized Users can choose from a broad portfolio of commercially available devices and accessories to meet the demands of administrative personnel and front line first responders. The portfolio includes choices from premium smartphones, rugged smartphones and feature phones, tablets,

laptops, wearables, trunk mounted modems/routers, and accessories (remote speaker mics, cases, covers, headsets, etc.). Customers will be able to choose devices that are on the Android, iOS, or Windows operating systems. FirstNet equipment is certified by AT&T.

Available FirstNet equipment includes FirstNet Capable and FirstNet Ready devices.

“FirstNet Capable” refers to a device that, either out-of-the-box or with an original equipment manufacturer’s update: (a) utilizes a FirstNet SIM; (b) auto-provisions the proper IMS services after SIM installation; (c) supports High Priority Access (HPA); and (d) appears on the National Institute of Standards and Technology (NIST) List. A FirstNet Capable device may need to be unlocked prior to use with FirstNet.

“FirstNet Ready” refers to a FirstNet Capable device that, out-of-the-box: (a) utilizes a FirstNet SIM; (b) auto-provisions the proper IMS services after SIM installation; (c) supports HPA, all AT&T commercial LTE Bands and Band 14; (d) meets band priority selection technical requirements; and (e) and appears on the NIST List.

**7. Does this page from the FirstNet Web Site <<https://www.firstnet.com/devices>> represent the complete list of FirstNet Certified Compatible devices?**

**AT&T Response:**

The devices listed on the FirstNet web site reflect those FirstNet capable devices that have completed AT&T’s Device Acceptance process and are certified as compatible with the FirstNet Evolved Packet Core (EPC) and the FirstNet SIM card.

Devices that have been certified by AT&T but are not compatible with the FirstNet EPC are also eligible to be used by a FirstNet user on AT&T’s commercial core with an AT&T SIM card. These devices are not listed on the FirstNet web site, but can be found at <http://www.att.com> and <https://marketplace.att.com/certified-devices>. Additional devices may be compatible that are not listed at either site.

**8. Describe what happens when all public network traffic has been preempted and the network becomes overloaded with public safety traffic.**

**AT&T Response:**

AT&T has engineered most of its cell sites with the ability to support thousands of users simultaneously. If the network becomes overloaded, public safety traffic will overflow from Band 14 to AT&T’s other LTE bands and preempt commercial subscribers on those bands. In the unlikely event that all LTE bands are full of public safety users, those users on the network could see reduced throughput and other public safety users may not be able to immediately access the network.

**Service Offerings and Performance Guarantees/Expectations**

**9. Voice Telephony: What are your plans, timetables and proposed technologies to offer wireless voice telephony services on your public safety network, and will it be carried with appropriate QoS?**

**AT&T Response:**

AT&T provides public safety high priority access on VoLTE calls and maintains QoS traffic classes for FirstNet subscribers. If a FirstNet subscriber also subscribes to Wireless Priority Service which is managed by the Department of Homeland Security, the voice priority is extended to participating carrier networks in the WPS program by invoking the prepend of \*272.

10. Video: What are your plans, timetables and proposed technologies to offer wireless video services on your public safety network, and will it be carried with appropriate QoS? As video calls may be originated from a laptop, how will the user signal to the network that this is a video call so that appropriate QoS handling can be applied?

**AT&T Response:**

Video is supported on the FirstNet network. The FirstNet subscriber's traffic is prioritized according to the user's profile, so no actions are required by the subscriber to signal to the network that this is a video call.

AT&T is dedicated to working with video surveillance and camera technology manufacturers, biometrics monitoring technology manufacturers, and other technology manufacturers at the forefront of providing first responders with the tools to provide better situational awareness and outcomes.

Streaming video and audio services as an over-the-top (OTT) solution are currently available utilizing 3GPP version 10+ and other standards as applicable. Users can view video from the internet or other local content sources.

AT&T can support multiple video bit rates, but the actual bit rates are influenced by multiple factors. These factors include the capabilities of both the client and the server, capacity of the CPU and memory, network availability and more.

The Best Practice recommendation is to use an adaptive bit rate strategy to deliver streaming video over wireless networks. AT&T supports adaptive bit rate streaming (ABR or ABS), a technology designed to stream files efficiently over HTTP networks.

Multiple files of the same content, in different size files, are offered to a user's video player, and the client chooses the most suitable file to play back on the device.

It was designed to help improve streaming by delivering the right content under the circumstances, considering the specific device and the specific network condition, decreasing the need for rebuffering.

Video data is measured in bits per second, known as the bit rate. Adaptive bit rate streaming adjusts the bit rate of files being streamed according to the capability of the connection.

ABR dynamically tracks CPU and memory capacity and adjusts video quality to match. The source video is encoded at varying bit rates on the server side, and those video files are then divided into small segments. Segment length can vary, but typically they run between one and 10 seconds, and sometimes those segments may also be broken down into even smaller segments.

Most video players now support ABR. The logic in the player on a user's device can choose among the different bit rate segments offered in the video's manifest file, picking the segments that best match the bandwidth on the user's device at that moment.

The player starts by requesting the lowest bit rate segments offered. If the player client determines the download speed exceeds the bit rate of the initial segment, it will request the next higher bit rate segment, until the current bitrate segment and the available bandwidth are a good match, and the player will continue to request segments at that bit rate, until the bandwidth changes. If everything is working correctly, the user will have a smooth viewing experience under a variety of network conditions.

11. Broadband Data Performance Expectation/Guarantee:

- How many levels of priority data services (e.g. Critical, High Priority, Best Effort, Background Data, etc.) will be offered, and how will user devices signal to the network the QoS level that should be applied to each session?

**AT&T Response:**

AT&T supports both high priority access, data prioritization, and preemption for Primary Users at no additional charge. Extended Primary Users have the option to purchase priority access and data prioritization. If the public safety user is connected to the FirstNet evolved packet core, the following incident level priority settings are available for temporary treatment:

- Extended Primary User (default): No HPA; general user ARP level; general user QCI; no Preemption Capability; Preemption Vulnerability
  - Extended Primary User with Enhanced Priority: HPA; enhanced ARP level; enhanced QCI; no Preemption Capability; Preemption Vulnerability
  - Primary User Level: HPA; enhanced ARP level; enhanced QCI; Preemption Capability; no Preemption Vulnerability
  - Incident Level (for Primary or Extended Primary/temporary only): HPA; higher ARP priority than Primary User; enhanced QCI; Preemption Capability; no Preemption Vulnerability
- Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge) and Latency for each QoS level supported.

**AT&T Response:**

AT&T makes no commitment regarding performance expectations for upload and download data rates or latency.

Internet speed claims represent maximum network service capability speeds. Actual customer speeds may vary and are not guaranteed. Actual speeds vary based on factors including site traffic, content provider server capacity, internal network management factors, device capabilities and the use of other AT&T services.

	Download	Upload
LTE Data Service	10mbps or over***	10mbps or over***

\*\*\* Service performance may be affected by your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site, the surrounding terrain, radio frequency interference, applicable network management practices, and the applications you use.

- Impact on network performance in Network Overload Conditions

**AT&T Response:**

There are three different resource constraints that can trigger preemption in the FirstNet network:

- The cell site can't accept any more users and a FirstNet user needs to get on the network
- There are no more available VoLTE voice call channels available to make a call
- There are no more general data channels available to make a data connection

If any of these resource limits are reached, commercial users may be preempted to free up those resources for a FirstNet user. Preemption is the ability to take away an existing network connection or resource from a user who is already connected in favor of a higher priority (FirstNet) user when needed.

FirstNet employs "ruthless preemption", which is the ability to revoke network connections or resources from an already connected user as soon as it is needed, even if the connected user is in the middle of a communications session. By contrast, "graceful preemption" would only revoke the resource when it was no longer in use. For example, FirstNet's ruthless preemption would cut off a commercial user in mid-phone call to give that resource to a public safety user, rather than waiting until that phone call was completed to give the resource to a public safety user. Ruthless preemption does not apply to commercial users making 911 calls.

12. Text: Describe the text capability that will be offered with your NPSBN, specify if it is separate from the public SMS/MMS service, the typical and maximum message delivery delay, and any particular features it provides for public safety users.

**AT&T Response:**

AT&T Message Archiving enables Customers to store short message service ("SMS") text messages and/or multimedia messaging service ("MMS") messages ("Messages") sent from or received by text enabled devices subscribed by Customer on the AT&T Mobility network.

13. PTT: Describe the capabilities of your current push-to-talk (PTT) service including interface to existing LMR systems.

**AT&T Response:**

AT&T Enhanced Push-to-Talk ("EPTT") provides Authorized Users an instant voice communication, allowing them to efficiently communicate with individuals or large groups of people at the push of a button. AT&T EPTT is particularly well suited for Authorized Users in leadership roles, as well as others doing time sensitive work, where instant or group oriented communication is essential to an effective response to a critical situation. As the capabilities, capacity and coverage of the NPSBN increase, AT&T EPTT will continue to enhance and optimize Authorized Users' group communications services. AT&T EPTT provides exceptional reliability, fast call performance, and crisp voice quality, and can be integrated with two-way radio systems at the network level.

14. MCPTT: Describe you plan and timetable for introducing Mission Critical PTT (MCPTT) services:
- Overall plans and timetables

**AT&T Response:**

AT&T FirstNet will begin delivery of Mission Critical Services, as defined by the 3GPP standards body, starting in 2019 with PTT and follow on updates through 2023 with additional services and features like proximity based services and multicast services.

- Additional features to be provided with MCPTT

**AT&T Response:**

Available over FN Nationwide Deployment to maximize coverage

- Integrated, high priority service in the FirstNet Enhanced Packet Core
- Excellent Audio Quality
- Instantaneous PTT performance

- In-Building PTT Services\* (Wi-Fi, Proximity Service in the future)
- Network Level QoS, Priority and Preemption (QPP) capabilities
- 3GPP Standards Based PTT Solution for the Public safety Market

- Availability of direct peer-to-peer wireless device connectivity.

- Proximity based services will begin delivery in 2020 with device networking likely to follow 2021-2022 to complete all off-network requirements

- Ability of MCPTT devices to continue to operate on a direct peer-to-peer basis if the cellular base station is disabled.

**AT&T Response:**

Off-Network capabilities are part of the proximity based services (ProSe) starting late 2020.

- Please describe what functions or capabilities would be lost in the event that the service cell site becomes inoperable.

Today, loss of coverage impacts service availability. Off-Network solutions are part of the MCPTT roadmap and will impact both the network and the device. Device and network components are not yet available to AT&T at this time. We expect to see the start of these services in later in 2020.

**Service Level Agreements**

15. Is there a specific, defined SLA for public safety customers? If so, please describe in detail.

**AT&T Response:**

FirstNet Local Control gives Public Safety Entities near-real-time insight into the FirstNet network and local environmental conditions, including network status and alerts, weather and traffic conditions.

**Interoperability**

16. Describe the level of interoperability between your solution and other cellular-based NPSBNs, FirstNet or other, for:

- a) Voice Telephony (When Offered): Will public safety priority and QoS traffic classes be maintained for calls passing between different carriers' networks?

**AT&T Response:**

AT&T provides public safety high priority access on VoLTE calls and maintains QoS traffic classes for subscribers on the AT&T network. If an FirstNet subscriber also subscribes to Wireless Priority Service which is managed by the Department of Homeland Security, the voice priority is extended to participating carrier networks in the WPS program by invoking the prepend of \*272.

- b) Video Service: Will public safety priority and QoS traffic classes be maintained for video connections passing between different carriers' networks?

**AT&T Response:**

No, it will not.

- c) **Broadband Data:** Describe how public safety priority and QoS traffic classes will be maintained for traffic passing between different carriers' networks?

**AT&T Response:**

No, it will not.

- d) **Text:** Will NPSBN text services interoperate with users on other NPSBNs, and what other text services (e.g. SMS/MMS/RCS, Apple Messages, WhatsApp, etc.) can it exchange messages with.

**AT&T Response:**

Yes, NPSBN text services will interoperate with users on other cellular networks. FirstNet users can send SMS and MMS messages to users on other networks that support intercarrier messaging, as well as internet-based messaging services that only rely on a data connection such as Apple iMessage and WhatsApp.

- e) **PTT:** Describe interoperability between PTT users served on different carriers' networks, including stations that are in the same broadcast group.

**AT&T Response:**

MCPTT interworking 3GPP standards are not yet complete, with regard to MCPTT interoperability. We expect completion by the end of 2019. Product availability is expected late 2020 or early 2021. AT&T is working with industry partners to solve basic interoperability needs but complete standards based inter-MCPTT system interoperability is still in the early stages of design.

- f) **MCPTT:** Describe interoperability between MCPTT users served on different carriers' services, including stations that are:
- o Communicating through their cellular base station
  - o Communicating directly with one another (through Proximity Services) o In the same broadcast group.

**AT&T Response:**

MCPTT interworking 3GPP standards are not yet completed, with regard to MCPTT interoperability. We expect completion in by the end of 2019. Product availability is expected late 2020 or early 2021. AT&T is working with industry partners to solve basic interoperability needs but complete standards based inter-MCPTT system interoperability is still in the early stages of design.

### Network Management and Control

17. Does the vendor support a separate 'Portal' for public safety users?

**AT&T Response:**

FirstNet Public Safety Entities and their Authorized Users have exclusive access to FirstNet Local Control, a portal that allows Customers to manage their Authorized Users, services and billing.

18. Does the vendor provide the ability for public safety customers to monitor network performance in real-time and a mechanism to communicate directly with network operations personnel during times of crisis?

**AT&T Response:**

FirstNet Local Control also gives Public Safety Entities near-real-time insight into the FirstNet network and local environmental conditions, including network status and alerts, weather and traffic conditions.

First Priority™ Incident Management provides Primary User Public Safety Entities' designated and authorized communications managers ("Incident 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 equipped with First Priority™ through the use of the First Priority™ Incident Management portal. Authorized Incident Managers may access First Priority™ Incident Management portal through FirstNet Local Control.

19. Will government agencies have the ability to totally preempt public network voice/data/text traffic on shared elements in extreme circumstances to ensure public safety users maintain network availability at all times?

**AT&T Response:**

FirstNet built with AT&T offers public safety the benefits of a dedicated Evolved Packet Core (EPC) network.

In addition, First Priority™, which enables priority and preemption capabilities, is available for eligible public safety on the FirstNet EPC. Priority keeps first responders from having to compete with non-emergency users for a network connection. Preemption helps ensure that public safety has the bandwidth it needs by routing others off the network. This works like detouring vehicle traffic off the highway to make room for emergency personnel.

**Security, Reliability and Hardening Measures**

20. Describe the security measures and standards employed for both traffic and control messages on both wired and wireless portions of the network.

**AT&T Response:**

FirstNet incorporates the security policy mandates of AT&T and the FirstNet Authority, as well as applicable regulations and legislation, to protect public safety user information and resources from unauthorized access, disclosure, corruption, or service disruption. This security policy is applicable also to FirstNet devices, applications, and services. Most importantly, the FirstNet core has a dedicated Security Operations Center that uses AT&T's entire global threat management toolset and works 24x7x365 to help protect FirstNet traffic.

Using the AT&T network backbone, the FirstNet network provides 3GPP-prescribed security mechanisms for authentication, privacy, anti-replay protection, and access control. In addition, AT&T continually scans the elements that make up the FirstNet network and helps protect the ingress and egress points for Distributed Denial of Service (DDoS) attacks, malware, and spam.

Key features of the cybersecurity solution include:

- Highly secure carrier class facilities: Provide controlled and alarmed access to physical facilities by authorized personnel, and in many cases 24x7x365 video surveillance of facilities. Redundant and diverse power sources using DC battery backup and diesel generators are available at many sites, where appropriate.



- Inherent wireless security in the network architecture is an important aspect. This includes device level SIM authentication; device to eNodeB, signaling, network access, and user plane encryption, integrity, and anti-replay protection using 128Bit EEA and EIA, as prescribed by 3GPP; and VoLTE SIP authentication and signaling encryption.
- A mature threat management system monitors all IP header traffic – collected, stored, and assessed in real time. This reduces remediation cycle time through event correlation and incident management - traffic anomalies are identified and assessed by forensics experts and attacks are identified and countermeasures are deployed to mitigate potential losses.
- Common Backbone (CBB): FirstNet traffic is carried on a high availability, highly secure, high capacity IP/MPLS CBB transport with appropriate markings to provide priority and Quality of Service (QoS) throughout the network. The IP/MPLS infrastructure consists of a meshed connectivity Layer 3 for alternate path re-routing and no Single Point of Failure (SPOF) in the Core IP network. Each major node is connected to a minimum of two other nodes. Backbone (IP Core) routers are installed in pairs, with long-haul backbone facilities divided among the backbone routers to avoid SPOFs to provide network continuity even in the event of a facility failure. All routers are deployed in resilient configurations with redundant power supplies and redundant processors.
- Control Plane: Security measures on the control plane include rate limiting traffic for control plane processing and disabling CPU impacting and non-essential traffic.
- Management Plane: On the management plane, there is a scalable and reliable Terminal Access Controller Access-Control System Plus (TACACS+) for AAA (Authentication, Authorization, and Accounting) solution.
- Redundant Design: The backhaul and Core network include a redundant design for cell site backhaul (CSBH) and AT&T common backbone (CBB) transport and for satellite transport.
- Security Encryption: All the 3GPP-mandated features for security and encryption will be implemented on the S1-MME interface.

21. Describe the overall network hardening for public safety services, and approach to meeting NPSTC public safety grade standards. Including but not limited to: battery backup, backup generator, redundant backhaul, etc.

**AT&T Response:**

AT&T's Radio Access Network (RAN) solution infrastructure is engineered using a variety of measures to include, but not limited to, adherence to applicable local, state and Federal standards and building codes at the time of construction or renovation, including standards and codes concerning seismic, weather or other localized hazards. Additional measures include: established densification in urban and suburban areas to create site overlap, permanent batteries at all sites, permanent generators at critical sites, physical access control to all sites, and special hardening and location of critical sites, where reasonable and appropriate, recognizing local hazards such as hurricanes, tornadoes, earthquakes, flooding and wild land fires to ensure that the network is engineered to increase survival in the face of such hazards.

The standard for all AT&T sites is: (1) If a site does not have a generator it will have a minimum of four hours of battery backup; (2) If a site does have a generator it will have a maximum of three strings of batteries (approx. two hours) to hold the site while the generator starts and gets up to full operational output; (3) All sites have a loss of commercial power alarm to monitor sites.

AT&T's transmission systems strategy is to use our existing Internet Protocol/MultiProtocol Label Switching (IP/MPLS) network to form a seamless interoperable Nationwide Public Safety Broadband Network (NPSBN). Our IP/MPLS infrastructure has been designed for maximum performance, comprising a meshed connectivity Layer 3 for alternate path re-routing and no Single Point of Failure (SPOF) in the core IP network. Each major node is connected to a minimum of two other nodes. Backbone (Core) routers are installed in pairs, with long-haul backbone facilities divided among the backbone routers to avoid SPOFs to provide network continuity even in the event of a facility failure. All routers are deployed in resilient configurations with redundant power supplies and redundant processors. AT&T follows an end-to-end priority and marking scheme in order to provide a consistent Class of Service (COS) treatment across RAN, Cell Site BackHaul (CSBH), Common Backbone (CBB), Evolved Packet Core (EPC), and Universal Signaling Platform/IP Multimedia Subsystem (USP/IMS) networks.

22. Does the vendor have the ability to augment coverage/capacity with deployable assets during events/disasters?

**AT&T Response:**

Yes. AT&T owns and operates a fleet of over 500 terrestrial Cell On Wheel (COW) and Satellite Cell On Light Truck (SatCOLT) deployable assets designed to augment coverage and capacity for its network during events/disasters.

23. How would public safety or other government agency requests for those deployable assets be prioritized over public network services in an emergency or disaster situation?

**AT&T Response:**

AT&T will continue to provide assets responding to mutual aid requests from its fleet of over 500 terrestrial deployables. In addition, during emergency situations or planned events where replacement coverage and capacity are required, FirstNet and AT&T will evaluate the request, and when supported, AT&T will provide one of the 72 FirstNet-dedicated deployables during events/disasters.

24. Does the vendor support local agencies purchasing their own cellular equipment to 'turn up' additional capacity when/where needed.

**AT&T Response:**

Yes. AT&T sells deployable solutions for both coverage replacement and coverage extension. Deployable Solutions are provided consistent with AT&T's National Security Emergency Preparedness (NSEP) Emergency Preparedness Plan. Deployable Solutions requires pre-alignment with the AT&T RAN organization on frequencies.

#### User Classification, Authorization and Onboarding

25. Detail classes of user priority defined and procedures required in applying for and initiating public safety priority service for a user as well as the mechanism for device provisioning and management in both day-to-day operations and during critical incidents.

**AT&T Response:**

Classes of priority for public safety are as follows:

- **Extended Primary User (default):** No HPA; general user ARP level; general user QCI; no Preemption Capability; Preemption Vulnerability
- **Extended Primary User with Enhanced Priority:** HPA; enhanced ARP level; enhanced QCI; no Preemption Capability; Preemption Vulnerability
- **Primary User Level:** HPA; enhanced ARP level; enhanced QCI; Preemption Capability; no Preemption Vulnerability
- **Incident Level (for Primary or Extended Primary/temporary only):** HPA; higher ARP priority than Primary User; enhanced QCI; Preemption Capability; no Preemption Vulnerability

Priority Title	Qualified Users	Price	Comments
Incident Priority	All FirstNet Users	No additional charge	Reached using the Uplift Request Tool only; Requires a FirstNet (black) SIM
Primary User Level	First Responders (Primary) Only	No additional charge; Not available to Extended Primary users	Can be set through Local Control; Can be available on the AT&T or FirstNet SIM
Extended Primary User with Enhanced Priority	Extended Primary Users Only	\$7.50/month	Can be set through Local Control; Can be available on the AT&T or FirstNet SIM
Extended Primary User with Best Effort (default)	Extended Primary Users Only	No additional charge	Default setting for Extended Primary Users; Can be available on the AT&T or FirstNet SIM

### **Uplift Request Tool**

#### Overview:

Web-based, tablet-ready tool that allows Uplift Managers to uplift any phone number of the FirstNet CORE network. (This is indicated for a device by having the FirstNet (black) SIM.)

- Can be used in times of congestion or critical emergency situations.
- Can be set for a duration of 24 hours at a time, extended up to 14 days in one event.
- May have multiple Uplift Managers connected to one request.
- Uplift requests are not agency-specific. The tool allows any Uplift Manager to uplift any eligible telephone number.

26. Describe the process for a user to use his/her personal mobile device to access the public safety network services if required.

#### **AT&T Response:**

Subscriber Paid Users are individuals who (a) are either (i) employees of a Primary User Public Safety Entity, or (ii) authorized, active auxiliary personnel affiliated with a Primary User Public Safety Entity who provide services or perform functions on an occasional, volunteer basis that support the Public Safety Entity in the areas of law enforcement, fire protection, emergency medical services (including emergency departments at health care facilities), emergency (9-1-1) call dispatching, or emergency management; and (b) establish a contractual relationship directly with AT&T using an AT&T Wireless Customer Agreement (“WCA”) under which they purchase a qualified FirstNet Plan (each, a “Subscriber Paid User Plan”). Subscriber Paid Users are financially responsible for payment of services provided under the WCA and the terms of the Subscriber Paid User Plans. Eligible individuals must have their Subscriber Paid User eligibility verified in one of two ways:

#### **Online Verification After Subscriber Paid User Activation**

Eligible individuals associated with a Primary User Public Safety Entity that does not have a contract with AT&T for the FirstNet Solution can activate FirstNet service in an AT&T-owned or AT&T authorized retail store by using the following verification process: (a) providing the retail store representative with valid proof of eligibility (i.e., a current badge or paystub or an AT&T-approved form of affidavit from their Primary User Public Safety Entity) before activating a Subscriber Paid User Plan, and (b) successfully completing the eligibility verification process found at [www.firstnet.com/verify](http://www.firstnet.com/verify) within 30 days after activation. Subscriber Paid Users who are vetted and approved in this manner (i) will not be associated to their Primary User Public Safety Entity’s Subscriber Paid Foundation Account Number (“FAN”) unless and until the Primary User Public Safety Entity contracts with AT&T for the FirstNet Solution and requests that AT&T move the Subscriber Paid User to its Subscriber Paid FAN, and (ii) will be subject to periodic audits on a regular, but not less than once per year, basis to identify any individuals who are no longer an eligible employee or volunteer.

#### **Agency Verification Before Subscriber Paid User Activation**

Eligible individuals associated with a Primary User Public Safety Entity that already has a contract with AT&T for the FirstNet Solution are required to be vetted and approved by the Primary User Public Safety Entity. Within a reasonable timeframe after a Primary User Public Safety Entity contracts with AT&T for the FirstNet Solution, the Primary User Public Safety Entity must designate a contact who will verify the Subscriber Paid User eligibility of all individuals on the Primary User Public Safety Entity’s Subscriber Paid FAN (the “Subscriber Paid Administrator”). The Subscriber Paid Administrator is responsible for: (a) using the FirstNet Local Control portal to provide AT&T with the name and email address of, together with the correct Subscriber Paid FAN and any other necessary information for, each eligible individual to enable AT&T to initiate the process such individual will use to become a Subscriber Paid User and obtain a Subscriber Paid User Plan, and (b) performing periodic audits of existing Subscriber Paid Users who are associated with the Primary User Public Safety Entity’s Subscriber Paid FAN as requested by AT&T on a regular, but not less than once per year, basis to identify any individuals who are no longer an eligible employee or volunteer. AT&T reserves the right to limit a Primary User Public Safety Entity’s ability to vet and approve new Subscriber Paid Users until such audit is completed.

If it is determined that an individual is not a valid Subscriber Paid User (whether because the individual cannot be verified through the online process or loses eligibility for any reason), AT&T reserves the right to, in its sole discretion, (a) suspend the individual’s FirstNet service, (b) migrate the individual to an AT&T consumer plan, and/or (c) terminate the individual’s FirstNet service.

27. **Confirm your ability to activate equipment and priority data/video services within 24 hours after request in the event of a State of Disaster/Emergency.**

AT&T Response:

Yes, AT&T can activate a customer's existing compatible equipment within 24 hours after a request is made via FirstNet Customer Care, which is available 24x7x365.

**Overall AT&T Response for FirstNet:**

The FirstNet network platform provides unique value exclusively for public safety users. Building on a foundation of flexible and competitively-priced voice, data, messaging, and standard communications services, FirstNet provides a rich suite of public safety-focused solutions and mission-critical services. In subscribing to FirstNet, the public safety community gets competitively-priced services with the critical and customized features and products that public safety demands.

FirstNet wireless coverage will reach more than 99 percent of Americans, extending to 2.74 million square miles, covering 76.2 percent of the continental United States. FirstNet will provide the same services, support, and capabilities that are provided on the mainland to public safety responders in Hawaii and Alaska. FirstNet service will also be provided on all five of the U.S. island territories. FirstNet Primary Users will receive priority access and preemption across the entire nationwide LTE network and will also have access to on-demand deployable solutions, for-purchase deployable solutions, and satellite devices to conduct public safety operations where the terrestrial network does not reach today.

FirstNet will provide public safety users with an evolving set of Quality of Service, Priority and Preemption (QPP) capabilities that will exceed anything previously available to public safety. QPP capabilities will continue to evolve over the next several years, with the addition of mission-critical services and priority levels. These features provide public safety users with the assurance of network access whenever they need it.

FirstNet provides an unprecedented set of deployable LTE capabilities available to serve public safety. Whether in response to a planned high-visibility public event or a natural disaster, public safety agencies will have a broad set of options to deliver high-speed wireless voice and data coverage when and where it is needed. FirstNet's solution provides access to 72 dedicated FirstNet deployables, strategically pre-positioned with satellite and backhaul capacity to provide coverage in the United States, and in the U.S. territories. During emergency situations or planned events where replacement coverage and capacity are required, FirstNet and AT&T will evaluate the request, and when supported, AT&T will provide the 72 dedicated deployables at no charge. In addition, supplementary coverage through mobile satellite services and other deployable solutions can augment coverage throughout the 56 states and territories. FirstNet will facilitate the staging and management of the 72 dedicated deployable units through a "lending library" approach. AT&T also brings an existing fleet of hundreds of Cell-On-Wheels (COWS) and Cell-On-Light Trucks (Colts). This fleet is deployed around the country for network service restoration as part of standard daily activities. In addition AT&T's Network Disaster Recovery (NDR) deployable units are Band 14 and satellite backhaul capable. NDR deployables are dispatched both for disaster recovery and to provide additional capacity for select activities (ie planned events, via mutual aid requests, etc.). When deployed by AT&T to restore the network, the NDR deployables will also benefit public safety by both reconstituting the network and providing priority and preemption service. Also, public safety agencies may consider procuring and employing their own deployables as their mission dictates. FirstNet's Satellite Services connect your assets with the wireless broadband public safety network that reaches new heights and links key agency professionals and connected devices everywhere—including remote areas and extreme environments where access to them is most crucial.

FirstNet AT&T In-Building Solutions: large concrete and steel structures often limit indoor cellular coverage. To counteract this limitation, FirstNet uses Distributed Antenna Systems (DAS) in large public venues and buildings across the United States. The DAS network of small antennas enhance wireless service within a designated area or building. With over 6,000 already in place, the FirstNet DAS delivers enhanced connectivity, capacity, and coverage where an unassisted network signal would typically not reach. The LTE DAS will support QPP, and will

provide full access to the FirstNet network. This network "densification" provides added security and safety for citizens and first responders alike.

FirstNet is committed to transforming public safety operations.

The FirstNet network is complemented by a suite of public-safety driven solutions that provide value to first responders.

Current FirstNet solutions include:

- Tools to help improve team communication, workflow, and situational awareness.
- Device security and mobile device management tools are available to manage and help protect mobile devices.
- Highly secure connections when connecting to critical public safety applications.
- Cloud services to help optimize agency computing, storage, and network resources.

More solutions will be added in response to these focused development efforts and as public safety's needs evolve. Future products and applications may encompass:

- Situational awareness and detection (Includes geo-location, enhanced location services, and mobile sensors)
- Video surveillance (Includes body worn cameras, image recognition, and drones)
- Mobile CAD and integrated CAD solutions
- GIS mapping and location
- Records management system
- Cybersecurity and fraud detection
- Internet of Things and Smart City initiatives, mass notifications
- Telemetry/telemedicine
- Mission-critical voice and video
- Multi-agency communication and collaboration (dynamic chat groups, text, voice, images, video) for emergency operations

The Local Control Portal is a key feature of the FirstNet solution, providing a powerful capability to optimize the user experience through a single convenient home page location. It provides public safety agencies the ability to manage user accounts and devices, manage user priority levels and adjust if needed during a time of crisis, monitor the network status in near real-time, get visibility into site conditions, and manage Push-to-Talk users.

Through the agency's Public Safety Home Page, FirstNet customers have access to several online self-service Local Control functions:

- **Network Status:** Get an unprecedented level of insight into the broadband network status. Access maps of local coverage and site conditions, overlaid with external data.
- **User and Group Management:** Manage users and groups. Using the federated ICAM tool, set up new users for the Public Safety Home Page, create groups, add group members, assign user roles and capabilities.

- **Services and Billing Management:** Manage services/billing and devices. Through a single portal, agency administrators can activate new devices and lines of service, set permanent role-based priority levels, change rate plans and add or delete new services, deactivate services or manage SIM swaps, and more. Public safety agencies can view wireless reports such as device inventory, upgrade eligibility, and rate plan summaries.
- **Application Management:** Take total control over your applications. Administrators can push applications to mobile devices, recommend applications for download, and block applications.
- **Push-to-Talk Management:** Take total control over your broadband PTT environment. Administrators can manage PTT talk groups/channels, create groups and manage contacts/address books, view maps with PTT user locations, set PTT priority levels, manage interoperability settings, and more.



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

DATE: \_\_\_\_\_

ATTN: Chris Jennings  
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement # (the "Contract") with \_\_\_\_\_ ("Contractor")

Dear Mr. Jennings:

**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:**

**PRODUCT OVERVIEW:**

Provide a summary of the product you are requesting to add. Attach any product brief to this document.

Describe how the product falls with the Scope of the Master Agreement:

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**NEW PRODUCT TERMS AND CONDITIONS.** Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.





**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

**BILLING**

**Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.**

**COST:**

**Include a cost matrix to include NASPO ValuePoint contract pricing.**



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

**APPROVAL:**

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

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: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**NASPO ValuePoint**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

DATE: \_\_\_\_\_

ATTN: Chris Jennings  
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement # (the "Contract") with \_\_\_\_\_ ("Contractor")

Dear Mr. Jennings:

**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:**

**PRODUCT OVERVIEW:**

**Provide a summary of the product you are requesting to add. Attach any product brief to this document.**

**Describe how the product falls with the Scope of the Master Agreement:**

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**NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.**



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

**BILLING**

**Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.**

**COST:**

**Include a cost matrix to include NASPO ValuePoint contract pricing.**



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

**APPROVAL:**

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

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: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**NASPO ValuePoint**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

**ACTION LOG**

Submit updated Action Log with each Request. Log must provide history of previous requests.

**CONTRACT VENDOR:** \_\_\_\_\_

**Contact Name and Email (for questions):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED



**NASPO**  
**ValuePoint**

Solicitation # CJ18012

Attachment S AT&T Voice and Data

Wireless Data, Voice and Accessories RFP

Security Disclosure Statement

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- A. Purchasing entities are concerned about the security and privacy of information and data related to the performance of this contract. The type of data and information transmitted, stored and processed by the products and services will vary based on the purchasing entities requirements. As a result, it is not possible to establish a single set of security requirements all products and services awarded under this contract must meet. Each purchasing entity purchasing from this contract will determine which products and services have the appropriate cyber security and data controls in place to meet their specific needs. To assist public entities each offeror must submit a Security Disclosure Statement with their proposal.
- B. To qualify for any award under this contract, the Offeror must submit a Security Disclosure Statement addressing all of the elements listed below.
- i. In responding, Offeror must address not only the security mechanisms used by the bidder and its direct subsidiaries, but any partners, subcontractors or other 3<sup>rd</sup> parties who would be involved in implementing, operating, or in any way coming into contact with the service
  - ii. Offeror must represent and warrant the accuracy and currency of the information on the completed statement. Offerors are encouraged to complete and submit both exhibits to Attachment D to their proposal.

**AT&T'S RESPONSE:** AT&T has provided NASPO with a copy of the AT&T Information & Network Security Customer Reference Guide (August 2018/v7.0) which provides an overview of the AT&T Security Program as of the publication date. AT&T anticipates that the AT&T Security Program will continuously evolve, and AT&T therefore has advised NASPO that the

policies and procedures described in the AT&T Information & Network Security Customer Reference Guide may be changed by AT&T without notice to or consultation with NASPO and/or the customer. Upon request AT&T will provide a then-current copy of the AT&T Information & Network Security Customer Reference Guide to NASPO. The attached document is the most current and accurate available at time of RFP submission. Additionally, AT&T complies with AT&T Security Policy and Requirements (ASPR). At Vendor's request, AT&T will provide access to ASPR upon award and execution of a non-disclosure agreement.

- C. Security Disclosure Statement information required. Offeror shall describe all policies, procedures, measures, methods, certifications and standards the offered product and/or service has in place to protect the purchasing entities security and privacy of information and data involved in the performance of this contract for each numbered statement below. Description responses shall also include;
- i. If for the specific product or service offered, the numbered security statement is not appropriate because it does not as a matter of accepted security practice related to the product or service offered, the offeror shall indicate in a statement that it is not applicable and briefly explain why.
  - ii. If the specific product or service offered does not comply with the the numbered statement, the offer shall indicate, "does not comply."

- 1) Methods and measures taken to hold, protect, and dispose of data during and following completion of any contract services. Include how access to a Purchasing Entity's user accounts or data will not be allowed, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.

**AT&T'S RESPONSE:** Not Applicable. AT&T will have no access to a customer's user accounts or data, other than the Users /subscribers contact information and call related data of the mobility service. This information is based within internal AT&T systems with limited access

- 2) Security measures to secure and protect the confidentiality of information and data that is obtained, created, stored, transmitted, processed or otherwise held or managed by the product or service during the performance of all work related to performance of this contract. Include all data confidentiality standards and practices that prevent the exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data.



**AT&T'S RESPONSE:** AT&T employs a broad spectrum of security tools and methods in the AT&T Security Program. Following are some of the tools and methods used by AT&T in one or more aspects of the program as of the effective date of this Attachment. Although the tools and methods will evolve over time, the current description provides a general indication of the depth and scope of the AT&T Security Program.

- a. **Security Policy** – AT&T security standards are formally reviewed, approved, published, and communicated to employees and relevant parties responsible for supporting AT&T's business operations and services. AT&T has established security standards that, in combination with other processes, procedures, and responsibilities within AT&T, are consistent with the controls documented within the generally accepted international security management standard ISO/IEC 27001:2013.
- b. **Classification of Information** – AT&T uses a multi-tiered information classification framework for categorizing and labeling information based on sensitivity of the content and specific legal requirements.
- c. **Information and Media Handling** – AT&T security standards specify the means and levels of protection for information in transit or in storage with regard to the type of environment and media and within each information classification. The standards also specify the requirements for information destruction and media sanitization.
- d. **Physical Access Controls** – AT&T maintains appropriate physical security practices that include the use of physical monitoring and intrusion detection systems, implementation of locks and access barriers, and screening access to facilities and equipment.
- e. **Logical Access Controls** – AT&T maintains appropriate logical access controls that include authentication of claimed identity (using means such as passwords, PINS or tokens), periodic review of user IDs and accounts to verify continued business need, and management of user privileges in accordance with job function and business need. Password rules follow strict requirements, including a minimum number and type of characters and uniqueness from previous user passwords, user name or dictionary words.
- f. **Network Perimeter Protection** – AT&T employs firewalls that screen incoming and outgoing traffic, and intrusion detection tools that detect unauthorized attempts to penetrate AT&T's global network. AT&T does not monitor individual customer connections for intrusions except when part of a managed security service provided for an additional fee.
- g. **Workstation Security Management** – AT&T uses a variety of processes and technologies that include anti-malware protection and updates, personal firewall, operating system hardening and updates, power-on

passwords, password-protected keyboard or screen locks that automatically trigger through inactivity, and full disk encryption where permitted by law to protect sensitive information on portable assets.

- h. Security Incident Management – AT&T uses a disciplined global process for the identification of security incidents and threats in a timely manner to minimize the loss or compromise of information belonging to both AT&T and its customers and to facilitate incident resolution. AT&T 24 x 7 global network monitoring and the AT&T threat management platform and program provide real-time situational awareness and data correlation that support active incident investigation and security event case management.
- i. Monitoring – AT&T maintains security audit logs that record access attempts and other security events. AT&T security administration limits user control over system security functions to protect against tampering and unauthorized access.
- j. Security Advisories – AT&T internally distributes security advisories that originate from industry security organizations and equipment, software and systems suppliers. Each security advisory is categorized, assigned a severity rating, and published by the AT&T global security organization along with the timeframe within which AT&T will endeavor to resolve the vulnerability in accordance with AT&T security standards.

Compliance – AT&T conducts regular tests to determine if security controls are maintained and are functioning in accordance with policy. These initiatives include security status checking and vulnerability testing and management.

- 3) Data encryption methods and standards in place to encrypt data at rest and in transit. This includes but is not limited to, encryption standards employed to protect data in transit over either wired or wireless (e.g. cellular, Wi-Fi, or other), and how that might change over the life of the contract.

**AT&T'S RESPONSE:** Not Applicable. AT&T has not been asked to encrypt any customer information.

- 4) Measures to protect Information about the cost, type, quantity and location of state communications facilities, system assets, plans, procedures, contract information, billing information and other information identified as sensitive by the purchasing entity related to the performance of all work under this contract.

**AT&T'S RESPONSE -** Not Applicable. AT&T will have no access to a customer's user accounts or data, other than the Users /subscribers contact information and call related data of the mobility service. This information is based within internal AT&T systems with limited access.

- 5) Risk and policy management and enforcement measures in place to protect the security of physical assets and information.

**AT&T'S RESPONSE:** AT&T has a formal, documented Risk Management policy and program that includes risk identification, risk assessment, risk analysis, and risk mitigation/acceptance. An extensive program of vulnerability testing, compliance reviews and security audits provides a comprehensive view of AT&T's security risk posture.

- 6) How distributed access is controlled and managed across IT assets, including data, applications, networks and platforms within the solution.

**AT&T'S RESPONSE:** Logical access controls are based on the principle of "Least Privilege". The "Least Privilege" principle ensures that all access to computer resources is restricted to only the commands, data and systems necessary to perform authorized functions. A user who needs access to AT&T's and customers' systems must have a current business requirement, must be allocated a unique identifier (a User ID), and must verify that they are who they claim to be. All individual users must be positively and uniquely identified prior to granting access. Authentication of the user is achieved utilizing several methods such as passwords, personal identification numbers (PIN) and tokens. Privileged access to systems and network elements is tightly controlled. Refer to Attachments T, U, and S for respective products offered.

- 7) Security management in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

**AT&T'S RESPONSE:** AT&T conducts regular tests and evaluations to ensure that security controls are maintained and are functioning in accordance with security policy. Results from these activities are reviewed and tracked to ensure timely remediation and follow-up actions in accordance with timeframes mandated by security policy. Timeframes for remediation are based on risk factors such as criticality of asset and threat level. Compliance is tracked using an automated notification system and vulnerability database, and executives receive periodic status reports showing compliance levels for resources owned by their organizations.

- 8) Describe the logging process including:

- a. The types of services and devices logged,
- b. The event types logged, and

The information fields will be made available to the authorized Purchasing Entity if requested in their PA after award of the master agreement.

**AT&T'S RESPONSE:** Not Applicable. Pending post-award and execution of the Master Agreement, where applicable and requested by a customer, AT&T may negotiate specific logging requirements with the customer as defined in a mutually agreed-upon Participation Addendum.

9) Security Technical Reference Architectures

**AT&T'S RESPONSE:** Not Applicable – Please see product specific Attachment S - Security Statements and Attachment T&U for Technical Architectures.

10) Security procedures (background checks, foot printing logging, etc.) which are in place regarding Offerors employees who have access to sensitive data.

**AT&T'S RESPONSE:** Not Applicable. AT&T personnel do not have access to any customer's sensitive data. However, all AT&T personnel, including contractors, consultants and 3rd parties are subjected to a thorough pre-hire background investigation that includes, prior employment verification, criminal investigation, education verification, reference checks, terrorist and sex offender investigation, along with drug testing.

11) An itemized list of all cyber security standards and, security certifications in place that the products and service offered comply with to ensure appropriate controls and data confidentiality are in place, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800- 171, FIPS 200 and FedRAMP (Moderate, High) if they apply. Include detailed response on how security standards and certifications will be maintained and updated to meet best practices for maintenance and operations.

**AT&T'S RESPONSE:** For Products and Services where applicable, AT&T retains external auditors for periodic reviews of AT&T's security practices against various standards, such as SSAE18/ISAE3402, SysTrust, and Payment Card Industry (PCI) Data Security Standard (DSS). Additional information about external audits and certifications relevant to the Services is available from NASPO'S AT&T account team upon request. AT&T will provide Service Organization Control (SOC) audit reports to NASPO for any audits of the Services against the SSAE18/ISAE3402 standards that AT&T undertakes as part of its general business operations. AT&T will provide these reports to NASPO upon request. Such reports are AT&T's Confidential Information and will be subject to restrictions on use and disclosure.

12) A detailed list of all third-party attestations, security credentials and certifications, and reports relating to data security, integrity, and other controls in place.

**AT&T'S RESPONSE:** For Products and Services where applicable, AT&T retains external auditors for periodic reviews of AT&T's security practices against various standards, such as SSAE18/ISAE3402, SysTrust, and Payment Card Industry (PCI) Data Security Standard (DSS). Additional information about external audits and certifications relevant to the Services is available from NASPO'S AT&T account team upon request. AT&T will provide Service Organization Control (SOC) audit reports to NASPO for any audits of the Services against the SSAE18/ISAE3402 standards that AT&T undertakes as part of its general business operations. AT&T will provide these reports to NASPO upon request. Such reports are AT&T's Confidential Information and will be subject to restrictions on use and disclosure.

13) NIST Cybersecurity Framework, April 16, 2018, Version 1.1

<https://doi.org/10.6028/NIST.CSWP.04162018>: Describe how the offeror is prepared to utilize the NIST Cybersecurity Framework for Turnkey Internet of Things, Other Turnkey Wireless, Applications and Services (Category 3) and Wireless Transport Options (Category 4) as may be implemented by the Purchasing Entity, which may include, but is not limited to:

- a. Convey the purchasing entities' cyber security requirements,
- b. Identify Functions, Categories, Subcategories, and Informative References that describe specific cybersecurity activities will provide in the Offerors's system, products or services under contract with the Purchasing Entity,
- c. Communicate cyber security requirements through Cyber Supply Chain Risk Management (SCRM), and
- d. Other cybersecurity risk management activities of Offeror's system, products or services under contract with the purchasing entity.

**AT&T RESPONSE** AT&T security standards are formally reviewed, approved, published, and communicated to employees and relevant parties responsible for supporting AT&T's business operations and services. AT&T has established security standards that, in combination with other processes, procedures, and responsibilities within AT&T, are consistent with the controls documented within the generally accepted international security management standard ISO/IEC 27001:2013. These policies are also mapped to NIST Cybersecurity framework, NIST SP 800-53 (r4), COBIT 5, and PCI DSS v3.2.

14) NIST Cybersecurity Framework, Table 2 Framework Core: For each subcategory of the all 15 Categories of the NIST Cybersecurity Framework, list the specific standards and certifications, the products or services offered comply with at the time or your proposal. Categories include:

- a. **Asset Management (ID.AM):** The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.
- b. **Business Environment (ID.BE):** The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.
- c. **Governance (ID.GV):** The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.
- d. **Risk Assessment (ID.RA):** The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.
- e. **Risk Management Strategy (ID.RM):** The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.
- f. **Supply Chain Risk Management (ID.SC):** The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.
- g. **Identity Management, Authentication and Access Control (PR.AC):** Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.
- h. **Awareness and Training (PR.AT):** The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity related duties and responsibilities consistent with related policies, procedures, and agreements.
- i. **Data Security (PR.DS):** Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.

- j. **Information Protection Processes and Procedures (PR.IP):** Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.
- k. **Maintenance (PR.MA):** Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.
- l. **Protective Technology (PR.PT):** Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.
- m. **Anomalies and Events (DE.AE):** Anomalous activity is detected and the potential impact of events is understood.
- n. **Security Continuous Monitoring (DE.CM):** The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.
- o. **Detection Processes (DE.DP):** Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.
- p. **Response Planning (RS.RP):** Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.
- q. **Communications (RS.CO):** Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).
- r. **Analysis (RS.AN):** Analysis is conducted to ensure effective response and support recovery activities.
- s. **Mitigation (RS.MI):** Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.
- t. **Improvements (RS.IM):** Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.
- u. **Recovery Planning (RC.RP):** Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.
- v. **Improvements (RC.IM):** Recovery planning and processes are improved by incorporating lessons learned into future activities.
- w. **Communications (RC.CO):** Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet

Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).

**AT&T'S RESPONSE:** AT&T security standards are formally reviewed, approved, published, and communicated to employees and relevant parties responsible for supporting AT&T's business operations and services. AT&T has established security standards that, in combination with other processes, procedures, and responsibilities within AT&T, are consistent with the controls documented within the generally accepted international security management standard ISO/IEC 27001:2013. These policies are also mapped to NIST Cybersecurity framework, NIST SP 800-53 (r4), COBIT 5, and PCI DSS v3.2.

15) Data Breach/Incident policies and procedures regarding notification to both the purchasing entity of a security incident and/or data breach, as defined in this RFP, and the mitigation of such a breach. Include how proposer will work with Purchasing Entities before, during, and after a Security Incident and a Data Breach. Include information such as:

- a. Personnel who will be involved at various stages, include detail on how the Contract Manager will be involved;
- b. Response times;
- c. Incident levels;
- d. Processes and timelines;
- e. Methods of communication and assistance; and
- f. Other information vital to understanding the service you provide. Provider should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

**AT&T'S RESPONSE:** AT&T uses a consistent, disciplined global process for the identification of security incidents and threats in a timely manner to minimize the loss or compromise of information assets, and to facilitate incident resolution. The AT&T global network operation centers maintain 24 x 7 real-time security monitoring of the AT&T network for investigation, action and response to network security events. Part of AT&T's security monitoring program incorporates proactive efforts based on trending and analysis. Security incidents also are reported via a dedicated email account and a centralized hotline which are operational and monitored 24x7, 365 days a year.

AT&T coordinates and documents all investigative and recovery efforts related to suspected security incidents including discovery, investigation and containment, recovery, use of data and experience for gap



identification and process improvement, and cooperation with law enforcement as appropriate. In the event of a security incident, AT&T identifies the level of the potential impact and notifies customers or designated customer contact, if they are at risk, via the customer's account representative. Incidents are reported daily to AT&T's senior management to draw attention to the types of attacks reported by our incident response team as well as to provide other noteworthy incident and vulnerability information.

16) Method for compliance with all applicable laws related to data privacy and security including state Security Breach Notification Laws dealing with personally identifiable information (PII). Describe any legal obligations related to security the offeror will meet over the life of the contract and describe how offeror will report changes to these obligations to the public entity.

**AT&T'S RESPONSE:** Not Applicable. Although AT&T does not monitor individual customer connections for intrusions, except when part of a managed security service, AT&T will promptly notify the customer via the customer care representative if it believes that a detected intrusion attempt may impact the customer's service or information.

D. Any Turnkey Internet of Things, Other Turnkey Wireless system that incorporates SaaS, IaaS or PaaS or other cloud computing element shall complete, provide, and maintain a completed CSA STAR Registry Self-Assessment for that element. 2 < [https://cloudsecurityalliance.org/star/self-assessment/#\\_overview](https://cloudsecurityalliance.org/star/self-assessment/#_overview) . Offeror must either submit a completed Consensus Assessments Initiative Questionnaire (CAIQ), or submit a report documenting compliance with Cloud Controls Matrix (CCM) that the CAIQ is based on for the element that cloud based.

**AT&T'S RESPONSE:** Not Applicable



NASPO  
ValuePoint

MA149-1  
Wireless Data, Voice, and Accessories  
Attachment V  
Category 3 Subcategory Definitions

Item	Application	Definition
A	Fleet Management	Allows the management of tasks associated with managing a fleet of vehicles through the use of telematics or remote sensing devices.
B	Mobile Device Management /Enterprise Mobility Management (MDM/EMM)	Mobile device management/enterprise mobility management (MDM/EMM) are solutions IT organizations use to manage and support end users' mobile devices, applications and data, and to enforce enterprise security policies.
C	Mobile Integration/Mobile Substitution Solutions	Network-based solutions that allow the integration of a user's mobile device and a desk phone, and provide a number of other business-oriented features. As a minimum, solutions meeting this criteria will provide: <ul style="list-style-type: none"><li>• Single Number Reach or the ability for a user to be reached at a single business telephone number.</li><li>• Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing.</li><li>• Single Voicemail Box for calls to that single business number.</li></ul>



**NASPO**  
**ValuePoint**

MA149-1

Attachment W

Wireless Data, Voice and Accessories

Offeror Submission Sheet

Offeror Name: AT&T

Instructions: Please indicate below which categories of award apply to your proposal. Offerors may propose by state if desired in lieu of a National Award for Categories 3 and 4 (Regional). If Regional award is desired please indicate so on this attachment. Organizing your proposal so that each category of award is addressed separately would be preferable.

Category (subcategory)	Yes	No	Regional Award?
<b>Category 1: Wireless Voice and Data</b>	x		N/A
<b>Category 2: Wireless Accessories and Equipment</b>	X		N/A
<b>Category 3: Turnkey Wireless Solutions (Check this if any subcategories below)</b>	X		
Category 3: Subcategory A: Fleet Management	X		
Category 3: Subcategory B: Field Service Management	X		
Category 3: Subcategory C: Mobile Device Management/Enterprise Mobility (MDM/EMM)	X		

MA149-1 Wireless Data, Voice and Accessories Attachment W: Offeror Submission Sheet



# STATE OF UTAH CONTRACT AMENDMENT

AMENDMENT # 1 To CONTRACT # MA149-1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Division of Purchasing referred to as State Entity and, AT&T Corp., referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

<u>12/6/2019</u>	(original starting date)
<u>8/11/2024</u>	(current ending date)
<u>8/11/2024</u>	<b>new ending date</b>

2. **Agreed to changes:**

The Parties Agree as follows:

Rename the Master Agreement from "MA149-1" to "MA149"

4. **Effective Date of Amendment:** 2/14/2019

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

**CONTRACTOR**

**STATE**

Linda J Cottingham 02/18/20  
Contractor's signature Date

Linda J Cottingham - Sr. Contract Manager  
Type or Print Name and Title

 Feb 20, 2020  
Director, Division of Purchasing Date

<u>Christopher Jennings</u> Agency Contact Person	<u>801-957-7151</u> Telephone Number	<u>N/A</u> Fax Number	<u>chiennings@utah.gov</u> Email
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