



## Contract

Commodity or Service: WSCA Wireless Software Application    Request for Bid/Proposal No: WSCA #1907/RFP #1907

Contract Period: July 1, 2013- October 31, 2016

Contract No: 29-92014-131

1. This Contract is entered into by and between the State of Wisconsin, Department of Administration, and the Contractor whose name, address, and principal officer appears below;

2. Whereby the State Bureau of Procurement, Department of Administration, agrees to direct the purchase and the Contractor agrees to supply the Contract requirements cited above in accordance with the terms and conditions of the request for bid cited above, and in accordance with the Contractor's bid submitted on this request for bid; which request for bid is hereby made a part of this Contract;

3. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.

For    State of Wisconsin  
      Department of Administration  
      State Bureau of Procurement

By    Rick S. Hughes

Rick S. Hughes  
Name  
Signature

Title    Director

Phone    \_\_\_\_\_

Date    06/27/2013  
          (mm/dd/ccyy)

Witnesses  
\_\_\_\_\_  
\_\_\_\_\_

To be Completed by Contractor

For    AT&T Mobility National Accounts LLC

Company Name

7229 Parkway Drive

Company Address

Hanover, MD    21076

City, State, ZIP

By    Linda D. Cottingham

Linda D. Cottingham  
Name  
Signature

Title    Sr. Contract Manager

Date    06/27/13  
          (mm/dd/ccyy)

Witnesses  
John W. [Signature]  
John W. [Signature]

PARTICIPATING ADDENDUM  
UNDER THE  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
BID NUMBER RFP: #1907  
PARTICIPANT: STATE OF WISCONSIN

This Participating Addendum (the "PA") is made effective upon the date of Participant signature ("PA Effective Date") between State of Wisconsin ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

**Section 1. Recitals.**

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain WSCA contract #1907, dated March 15, 2012 (the "Contract" or the "Master Service Agreement").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of the PA. For purposes of clarification, this PA does not include wireless telephony service, plans, primary equipment (e.g. SmartPhones, basic voice cellular phones) or accessories which are covered under other mandatory State of Wisconsin Contracts. The scope of this PA includes the application, AT&T Campus Guide. Additional applications may be added at a later date via a signed, mutually agreed upon amendment to this PA for applications added at the sole discretion of the Participant.

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

**Section 3. Authorized Participating Entities.** Participant hereby designates entities of higher education in the State of Wisconsin (University of Wisconsin System campuses, technical colleges and other eligible higher education institutions) as the authorized Participating Entity(ies) under the Agreement.

**Section 4. Purchase Orders.** Participating Entity(ies) must issue purchase orders hereunder that reference both Master Service Agreement #1907 and the PA. Upon issuance of any such valid purchase order, the Parties will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, and Contractor's obligation to perform Service. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Contract number and/or the PA may be accepted, upon confirmation by the Contractor with the Participating Entity 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.

**Section 5. Primary Contacts.**

**Participant:** State of Wisconsin

Name: Sara Redford

Title: IT Acquisitions Analyst

Address: 101 E. Wilson Street, 6<sup>th</sup> Floor

Madison WI 53703

Telephone: (608) 267-2706

Fax Number: (608) 267-0600

E-Mail: sara.redford@wisconsin.gov

**Lead State:**

Name: Teri Smith

Title: Purchasing Officer

Address: 515 E. Musser St., Suite 300

Carson City, NV 89701

Telephone: 775-684-0178

Fax Number: 775-684-0188

E-Mail: tsmith@admin.nv.gov

**Contractor Account Team:**

Name: David Holznecht

Title: Account Manager

Address: 316 W Washington

Madison, WI 53703

Telephone: 608 358 2000

Fax Number:

E-Mail: david.holznecht@att.com

**Contractor Main:**

Name: Twila Lively

Title: Manager, Sales Operations

Address: 2600 Camino Road

San Ramon, CA 94583

Telephone: (925) 487-9945

Fax Number: (510) 261-2155

E-Mail: twilalively@att.com

**Section 6. Authority.** By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof.

**Section 7. Miscellaneous.**

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

**Section 8. Notice of Administration Fees.** Participant is hereby on notice of the following charges being paid by Contractor under the Contract.

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

**Section 9. Order of Precedence.** The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

**Section 10. Custom Offers.** Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §10 (including all sub-sections), AT&T will provide Participant and its eligible Corporate Responsible Users ("CRUs" or "Users") the following custom offer; AT&T Campus Guide described in §10.1 herein (the "Custom Offer").\* In accordance with the Agreement, the Custom Offer is subject to its underlying offer's corresponding Sales Information. AT&T Campus Guide is not eligible for the Service Discount, any other discount provided under the Participation Agreement, nor any other discounts, rebates or promotions otherwise available to Customer or the Customer's

users. To the extent of any material conflict between the terms and conditions of this §10 and the applicable Sales Information, this §10 will control.

**10.1 AT&T Campus Guide.** AT&T will provide **AT&T Campus Guide** to Participant in accordance with this PA and the terms and conditions set forth in the corresponding Sales Information ("**AT&T Campus Guide**") of Exhibit A, attached hereto and incorporated herein by reference at the price outlined below.

<b>AT&amp;T Campus Guide</b>	<b>List Price</b>	<b>Credit</b>	<b>Final Cost</b>
Set Up Fee	\$25,000	\$20,000 Waived**	\$5,000

\*Participating Entities outlined in Section 3 may only purchase the Custom Offer, AT&T Campus Guide, described herein. All other offers and pricing available under the WSCA Agreement are not available to the Participating Entities.

\*\*Participating Entity, described above in Section 3, must place order by July 1, 2013 to be eligible for the above credit

**Section 11. Governing Law.** This Participating Addendum shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

**Section 12. Entire Agreement.** The Agreement sets forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement shall not be added to or incorporated herein by any subsequent purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement shall prevail and govern in the case of any such inconsistent or additional terms.

## Exhibit A

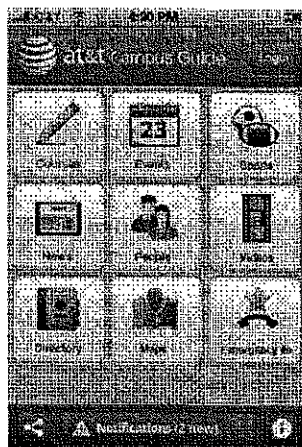
### Product Brief

## AT&T Campus Guide

Connect, inform, and engage the entire campus community!

In today's environment, higher education institutions are aggressively seeking out ways to mobilize and transform their campuses to connect, inform, and engage all campus constituents ... from students, staff, and faculty to alumni and prospective students ... all on the go, anytime, and anywhere!

AT&T Campus Guide is an affordable, leading edge, service-as-a-solution open mobile platform institutions that is custom-branded with the school name and colors. AT&T Campus Guide consists of a custom suite of pre-built features that work on multiple mobile devices including iPhone®, Android™, and BlackBerry®. It's the perfect solution for all on-the-go campus constituents!



### The AT&T Campus Guide Application That Users See on Their Mobile Device is Only The Tip of the Iceberg!

AT&T Campus Guide and self-service site handles many operations that are essential to the proper functioning, data integration, and security of the modules. The following list includes some of the commonly accessed middleware features:

- Integration with leading ERP, CRM and LMS products
- Online User Management
- Online Application Configuration
- Store Submission Workflow
- Online Mobile Administration
- All forms, their behaviors, and help content are dynamically generated from configuration (as modules are added, modified or removed, and as app store requirement change, no development is required)
- Uses in-memory object database for speedy performance
- Lightweight version management allows users to rollback production changes
- Data capture and storage of screen usage for future visualization of analytics

- Gives everyone peace of mind that students can instantly find the important services like Course Info, Upcoming Events, Sport Scores, News and Contact Directory
- Exchange contact information with new classmates and friends to build your network of personal and career contacts
- Shows where you are and where you need to go
- Helps students avoid problems by reminding them of important dates, registration deadlines and campus events

### Features

- Instant updates: Real-time information for course enrollment, upcoming events, view networking contacts and campus reminders
- Map: Find out where you are and where your classes and buildings are located on campus
- Directory: Search the public campus directory to find office locations, emails, phone numbers and emergency hotlines
- Sports News: Sports articles, live game news, scores and highlight videos covering university and intramural athletic programs
- Videos: View videos from recent events, speeches and campus orientations

### Minimum Technical Requirements

- Works on iPhone@ 3.x, 4.x, 5.0, BlackBerry OS v5.0 and Android v2.1
- Industry standards supported: RSS/ADAM, iCal, and vCard
- All features are completely configurable and can be added, removed, or directed to pull data from specific locations
- The Friends feature is powered by DUB Labs, an innovative mobile platform for contact info exchange

Student Enrollment	Annual License Fee	Installation Fee
0 - 1,999	\$6,000	\$20,000
2,000 - 3,499	\$8,000	\$20,000
3,500 - 4,499	\$10,000	\$20,000
4,500 - 7,499	\$12,000	\$25,000
7,500 - 14,999	\$14,000	\$25,000
15,000 - 22,499	\$22,500	\$25,000
22,500 - 29,999	\$28,000	\$35,000
30,000 and up	\$35,000	\$35,000

### Pricing

#### Campus Guide Optional Features

Admissions is an optional feature that can be added to the Basic Campus Guide platform that offers schools the ability to:

- Provide a prospective student with information about the school, the application process and financial aid
- Prospects can request information about the school, submit their contact information to the Admissions Department or connect to an Admissions officer

If the Admissions feature is not integrated to the school's systems, there is no additional charge for the set up. For integration to school systems, the custom professional services charge would apply.

#### Additional Professional Services

AT&T can provide additional professional services for any custom requirements or development on a project-specific basis. For professional services beyond the standard installation, AT&T will provide a statement of work.

#### Professional Services

\$230/per hour

#### Admissions Feature Pricing

Student Enrollment	Annual License
0 - 1,999	\$1,500
2,000 - 3,499	\$2,000
3,500 - 4,499	\$2,500
4,500 - 7,499	\$3,200
7,500 - 14,999	\$3,500
15,000 - 22,499	\$5,600
22,500 - 29,999	\$7,300
30,000+	\$8,800

For more information contact an AT&T Representative or visit [www.att.com/campusguide](http://www.att.com/campusguide).

#### Important Information

The AT&T Campus Guide Solution is available only to AT&T business or government customers who have an AT&T business or government agreement and is available to end users regardless of end user Service Provider. AT&T Campus Guide may not be available for purchase in all sales channels or in all areas. Additional hardware, software, services, and/or network connection may also be required. Customers must pay at time of order a minimum of one year of AT&T Campus Guide service and optional add-on services (if any). AT&T Campus Guide and any add-on services may be terminated at any time. However, there are no refunds. Customer will receive notice from AT&T of expiration of the prepaid period and the cost associated with beginning a new prepaid period of equal length, which shall not reflect an increase in price of any kind unless otherwise amended by the Parties to this PA. Customer is responsible for payment of all applicable taxes, unless Customer provides proof of exemption.

Coverage: Coverage is not available in all areas. Wireless service is subject to transmission, terrain, system, capacity and other limitations. Availability, security, speed, timeliness, accuracy, and reliability of service are not guaranteed by AT&T. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Additional restrictions may apply. For devices/service from other wireless carriers, all technical support, voice, messaging and data usage will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms, and conditions. **EMERGENCY NOTIFICATION:** AT&T Campus Guide should not be used as the primary or sole method of sending notifications that contain information that is essential to the protection of life or property.

In such situations AT&T Campus Guide may be more susceptible to blocking, outages, delays and congestion, and greater risk of non-delivery. AT&T reserves the right to deny or terminate service, without notice, to any person that uses AT&T Campus Guide in any manner that adversely impacts the AT&T network or service levels and/or that violates any AT&T network or subscriber protective measures.

Furthermore, AT&T reserves the right to deny or terminate service without notice for any misuse of AT&T

Campus Guide, following at least thirty (30) days' written notice to the applicable Participating Entity.

**ADDITIONAL TERMS:** Qualified wireless data service and compatible device required. Additional hardware, software, services, and/or network connection may be required. AT&T Campus Guide is subject to the software license agreement found at <http://www.poweredbydub.com/termsfuse.html>. Wireless voice and data service are subject to the wireless carrier's terms and conditions. Service is also subject to the applicable service agreement, brochure(s) and coverage map(s). By using AT&T Campus Guide, customer agrees to abide by the terms and conditions of applicable software licenses.



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