

**AMENDMENT #3 TO PARTICIPATING ADDENDUM UNDER THE
NASPO VALUEPOINT WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

PARTICIPANT: STATE OF VERMONT - CONTRACT ID 23393

This Amendment No. 3 ("Amendment 3") is entered into as of September 14, 2018 (the "Amendment 3 Effective Date") by and between the State of Vermont ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract, #1907, dated March 15, 2012, as amended (the "Master Service Agreement").

1.2 In connection with the Master Agreement, Participant and Contractor entered into a Participating Addendum dated June 3, 2013, as amended (the "PA").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 3.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this Amendment 3 (at times herein, the Master Agreement, the PA and this Amendment 3 are referred to collectively as the "Agreement"). Unless otherwise defined, capitalized terms in this Amendment 3 have the meanings ascribed to them in the Master Agreement and/or the PA. FirstNet subscribers are never subject to Termination/Cancellation Fees. FirstNet subscribers are not charged an activation fee when adding a new CRU line.

Section 3. Custom Plans and Custom Equipment Offer.

3.1 Custom FirstNet Mobile Plans – Agency Paid. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described in §3.1 (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 §3.1 and the applicable Sales Information, this §3.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge (at times "MSC") 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 pricing identified in this Addendum shall represent the maximum amount that may be charged by the Contractor for these services to eligible entities purchasing from this Addendum. Any entity that may purchase services or equipment utilizing this Addendum may negotiate lower rates with the Contractor which shall be reflected in those service agreements.

**TABLE 3.1.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$15.88 MSC	\$24.62 MSC	\$36.12 MSC	\$207.24 MSC	\$377.44 MSC	\$1,762.04 MSC	\$3,385.84 MSC
For use with a subsidized device	\$35.88 MSC	\$44.62 MSC	\$56.12 MSC	\$227.24 MSC	\$397.44 MSC	\$1,782.04 MSC	\$3,405.84 MSC

**TABLE 3.1.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

Add-a-Line for use with an unsubsidized device	\$13.99 Monthly Service Charge
Add-a-Line for use with a subsidized device	\$25.99 Monthly Service Charge

**TABLE 3.1.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$10.24 MSC*	\$15.99 MSC	\$22.99 MSC	\$201.60 MSC	\$371.80 MSC	\$1,756.40 MSC	\$3,380.20 MSC
For use with a subsidized device	\$20.24 MSC	\$25.99 MSC	\$32.99 MSC	\$211.60 MSC	\$381.80 MSC	\$1,766.40 MSC	\$3,390.20 MSC

**TABLE 3.1.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	\$44.99	\$39.99	\$37.99

Unlimited plans do not pool. Customer's usage of First Priority™ on any FirstNet Mobile-- Unlimited Plan may not exceed 22GB a month for three consecutive months; AT&T reserves the right to require Customer to move to a FirstNet Mobile—Pooled Plan if usage exceeds this limitation. AT&T may proactively reassign Customer to a FirstNet Mobile—Pooled Plan upon notice to Customer, unless prohibited under the Business Agreement or regulation. **Exclusions:** FirstNet Mobile- Unlimited Plans may not be used with any device or equipment that is intended to, or is used to, establish a continuous, unattended connection to the 4G LTE networks used to provide FirstNet services, including, but not limited to, automatic data feeds, mobile video transmissions, and automated machine-to-machine connections.

**TABLE 3.1.5
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$10.00 Monthly Service Charge
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$18.00 Monthly Service Charge

**TABLE 3.1.6
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 Monthly Service Charge
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**TABLE 3.1.7
CUSTOM AT&T DYNAMIC TRAFFIC SAFETY MANAGEMENT – PUBLIC SAFETY
FOR EXTENDED PRIMARY USERS**

AT&T Dynamic Traffic Management – Public Safety, per Agency Paid User, per Month	\$7.50 (after \$7.50 credit)
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3.2 Custom FirstNet Mobile Plans – Subscriber Paid.

In addition to FirstNet Mobile Plans available to Participant and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §3.2 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §3.1 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participant, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice. The pricing identified in this Addendum shall represent the maximum amount that may be charged by the Contractor for these services to eligible entities purchasing from this Addendum. Any entity that may purchase services or equipment utilizing this Addendum may negotiate lower rates with the Contractor which shall be reflected in those service agreements.

**TABLE 3.2.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$24.62	\$36.12	\$13.99	\$15.99	\$22.99

*Price does not include any cost for equipment

**TABLE 3.2.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$49.99	\$37.99

3.3 Custom Equipment Offer.

The Custom Equipment Offer (a) requires activation with new FirstNet Service on the applicable Equipment; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to the Participant’s Entities including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate data solutions provider; and (e) remains subject to availability limitations. The Custom Equipment Offer is not available to IRUs or to individuals eligible to purchase the Subscriber Paid versions of FirstNet Mobile Plans. To the extent that any of the Equipment referenced in Table 3.3 is

discontinued, AT&T will make available to Participant substantially similar replacement equipment and pricing. The make and model of such replacement Equipment will be determined in AT&T's sole discretion and may vary throughout the term of this Agreement.

**TABLE 3.3
CUSTOM EQUIPMENT PRICING**

EQUIPMENT	PRICE	CONDITIONS
iPhone 6S 32GB	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher on such device.
iPhone 7 32GB	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher on such device.
iPhone 8 64GB	\$149.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher on such device.
Galaxy S7 32GB	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher on such device.
Galaxy S8 64GB	\$119.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher on such device.
Galaxy S8 Active 64GB	\$219.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher on such device.
Galaxy S8 Plus 64GB	\$219.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher on such device.
XP7* 16GB	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher on such device.
Kyocera DURAFORCE XD (E6790) 16GB	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher on such device.
Kyocera DURA XE (E4710) 8GB	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Voice Only Plan with an MSC of \$22.00 or higher on such device.
XP5	\$49.99	Device must be activated with new Service or qualified upgrade on a FirstNet Voice Only Plan and an ePTT Plan with an MSC of \$22.00 on such device.
XP5	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Voice Only Plan with an MSC of \$31.00 or higher on such device.
VELOCITY 2	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Data Only Plan with an MSC of \$22.00 or higher on such device.
AT&T Velocity USB Stick	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Data Only Plan with an MSC of \$22.00 or higher on such device.

*Non-Stock Device.

Section 4. Definitions

The following terms refer to content within this addendum:

Primary User Public Safety Entity - refers to those public safety entities/individuals that act as first responders and whose primary mission and job function is to provide services to the public in the area of law enforcement, fire protection, or emergency medical services. This group is distinct from Extended Primary Users who do not act as first responders, but may be called upon to support Primary Users with the mitigation, remediation, overhaul, clean up, restoration, or provision of other services that are required during the time of an emergency or its aftermath.

“Agency Paid Users” under this Addendum are also referred to as CRUs. These are individual employees and contractors of a Public Safety Entity (both Primary User and Extended Primary User Public Safety Entities) who are granted access to the AT&T FirstNet Solution through a FirstNet plan for which the Public Safety Entity is financially responsible under the Public Safety Entity’s contract with AT&T. The Public Safety Entity is responsible for designating a contact who will confirm that the Agency Paid Users, whether individual employees or contractors, are verified and approved to use the FirstNet Solution - NASPO. The Public Safety Entity, and not its individual Agency Paid Users, will be responsible for the monthly service charges under their FirstNet plans for Agency Paid Users.

“Subscriber Paid Users” are individuals who are either (a) employees of a Primary User Public Safety Entity, or (b) 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, or emergency medical services.

Add-A-Line Plan - AT&T will provide Participant with the ability to add Additional Lines of Service to a common billing account pool under a FirstNet Pooled Plan. Additional Lines of Service will not exceed a ratio of one (1) Additional Line to one (1) Anchor Plan with a Monthly Service Charge of \$15.99 or above (1:1).

Section 5. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Section 6 Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.

Section 7. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 3, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 3 as of the Amendment 3 Effective Date.

AT&T Mobility National Accounts LLC

State of Vermont

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000283499
A T & T Mobility
PO Box 536216
Atlanta GA 30353-6216
United States

Contract ID 0000000000000000000023393	Page 1 of 3
Contract Dates 10/17/2012 to 07/01/2019	Origin CPS
Description: CPS AT&T SERVICE & EQUIPMENT	Contract Maximum \$9,999,999.00
Buyer Name Stephen A Fazekas	Buyer Phone Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		AT&T MOBILITY CELLULAR SERVICES AND EQUIPMENT, IN ACCORDANCE WITH THE WSCA MASTER AGREEMENT # S1907 FOR WIRELESS COMMUNICATION SERVICES AND EQUIPMENT	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS STATE OF VERMONT CONTRACT #23393 ("VERMONT CONTRACT 23393") IS BY AND BETWEEN THE STATE OF VERMONT ("STATE" OR "PARTICIPANT") AND AT&T MOBILITY NATIONAL ACCOUNTS LLC ("AT&T" OR "CONTRACTOR") AND IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA § 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT AND ITS AUTHORIZED PARTICIPATING ENTITIES (SEE BELOW) TO PARTICIPATE IN THAT CERTAIN CONTRACT BETWEEN AT&T AND THE WESTERN STATES CONTRACTING ALLIANCE, MASTER PRICE AGREEMENT #1907, DATED MARCH 15, 2012, AS AMENDED (THE "MASTER SERVICE AGREEMENT"). THIS CONTRACT (THE "CONTRACT") IS COMPRISED OF:

- (A) VERMONT CONTRACT 23393;
 - (B) THE ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A (THE "ADDITIONAL TERMS AND CONDITIONS");
 - (C) THE MASTER SERVICE AGREEMENT INCLUDING, WITHOUT LIMITATION, CONTRACTOR'S SPECIAL TERMS AND CONDITIONS ATTACHED THERETO AS ATTACHMENT AA, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT B;
 - (D) THE PARTICIPATING ADDENDUM BY AND BETWEEN THE STATE AND AT&T DATED 06/03/2013, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT C;
- (AT TIMES, THE MASTER SERVICE AGREEMENT (INCLUDING CONTRACTOR'S SPECIAL TERMS AND CONDITIONS), THE PARTICIPATING ADDENDUM, AND ALL MATERIALS INCORPORATED THEREIN ARE COLLECTIVELY REFERRED TO HEREIN AS THE "WSCA AGREEMENT").

1. SCOPE: CONTRACTOR WILL PROVIDE WIRELESS VOICE SERVICE AND WIRELESS DATA SERVICE, CORRESPONDING EQUIPMENT, AND CORRESPONDING ACCESSORIES TO THE STATE UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.
2. TAX EXEMPTION: UNDER THIS CONTRACT, CONTRACTOR WILL WAIVE ALL TAXES FOR WHICH THE STATE OR OTHER PARTICIPATING ENTITY PROVIDES A TAX EXEMPT CERTIFICATE.
3. ENTIRE CONTRACT: IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:
 - A. VERMONT CONTRACT #23393
 - B. THE VERMONT ADDITIONAL TERMS AND CONDITIONS (EXHIBIT A)
 - C. THE PARTICIPATING ADDENDUM (EXHIBIT C)
 - D. THE WSCA AGREEMENT (EXHIBITS B)
4. TERMS: NET 30 DAYS
5. QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.
6. DELIVERY: DELIVERY SHALL BE MADE BY CONTRACTOR IN ACCORDANCE WITH WSCA AGREEMENT SECTION 17. CONTRACTOR SHALL ENSURE THAT SHIPMENTS ARE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY CONTRACTOR.
7. PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.
8. PERCENTAGE DISCOUNTS: THE PERCENTAGE DISCOUNTS AVAILABLE UNDER THE CONTRACT ARE SET FORTH IN THE WSCA AGREEMENT, IN GENERAL, AND SUBJET TO THE TERMS AND CONDITIONS OF THE WSC AGREEMENT, THOSE DISCOUNTS ARE AS FOLLOWS:
 - A. MONTHLY SERVICE CHAGE DISCOUNT FOR CRUS - 25%
 - B. MONTHLY SERVICE CHARGE DISCOUNT FOR IRUS - 17%
 - C. EQUIPMENT DISCOUNT - 50%

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000283499
A T & T Mobility
PO Box 536216
Atlanta GA 30353-6216
United States

Contract ID 0000000000000000000023393		Page 2 of 3
Contract Dates 10/17/2012 to 07/01/2019		Origin CPS
Description: CPS AT&T SERVICE & EQUIPMENT		Contract Maximum \$9,999,999.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
D.		ACCESSORIES DISCOUNT - 30%				

9. REIMBURSEMENTS; NO OBLIGATION TO PURCHASE: THE STATE DOES NOT AGREE TO REIMBURSE CONTRACTOR FOR EXPENSES UNLESS OTHERWISE SET FORTH IN THIS CONTRACT. THE CONTRACTUAL AUTHORITY, AS IDENTIFIED BY THE NOT TO EXCEED AMOUNT, DOES NOT OBLIGATE THE STATE TO EXPEND FUNDS OR PURCHASE GOODS OR SERVICES UP TO ANY AMOUNT; THE PURCHASE AMOUNT WILL BE CONTROLLED BY THE INDIVIDUAL USING AGENCY'S PURCHASE ORDERS OR OTHER AUTHORIZED MEANS OR REQUISITION FOR SERVICES AND/OR GOODS AS SUBMITTED TO AND ACCEPTED BY THE CONTRACTOR.

10. QUALITY: ALL PRODUCTS PROVIDED BY CONTRACTOR UNDER THIS CONTRACT WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

11. METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING WRITTEN PURCHASE ORDER MUST BE ISSUED. PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

12. INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE CONTRACTOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

13. CANCELLATION: THIS CONTRACT MAY BE CANCELLED IN ACCORDANCE WITH WSCA AGREEMENT SECTIONS 4 AND 21.

14. CONTRACT TERM: THE TERM OF THIS CONTRACT IS OCTOBER 17, 2012 TO OCTOBER 31, 2016, WITH A MUTUAL OPTION TO EXTEND THIS CONTRACT FOR TWO ADDITIONAL 12 MONTH TERMS.

15. PARTICIPATING ENTITIES: THE ENTITIES ELIGIBLE TO PARTICIPATE IN THE CONTRACT ARE SET FORTH IN §3 OF THE PARTICIPATING ADDENDUM.

16. ADDITIONAL PURCHASERS: THE UNIVERSITY OF VERMONT, VERMONT STATE COLLEGES, POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE OF VERMONT ARE COLLECTIVELY DEFINED AS THE "ADDITIONAL PURCHASERS". ITEMS FURNISHED TO ADDITIONAL PURCHASERS WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE ADDITIONAL PURCHASERS; AND NEITHER THE STATE OF VERMONT NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES SHALL ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THESE PAYMENTS OR ANY OTHER ELEMENT OF ADDITIONAL PURCHASERS' PARTICIPATION IN THIS CONTRACT.

17. INTER-AGENCY NOTICE: AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

18. CONTRACTOR'S CONTACT FOR SERVICE:

CHAD DISKIN
AT&T MOBILITY
PHONE: (607) 768-6900
FAX: (607) 797-1809
EMAIL: chad.diskin@att.com

19. REMIT PAYMENTS: PAYMENTS SHALL BE REMITTED TO THE FOLLOWING ADDRESS:

AT&T MOBILITY
PO BOX 536216
ATLANTA, GA 30353-6216

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

Stephen Fazekas
Technology Procurement Administrator
Office of Purchasing & Contracting
10 Baldwin Street
Montpelier, VT 05633-7501
E-Mail: Stephen.Fazekas@state.vt.us

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000283499
A T & T Mobility
PO Box 536216
Atlanta GA 30353-6216
United States

Contract ID 0000000000000000000023393	Page 3 of 3
Contract Dates 10/17/2012 to 07/01/2019	Origin CPS
Description: CPS AT&T SERVICE & EQUIPMENT	Contract Maximum \$9,999,999.00
Buyer Name Stephen A Fazekas	Buyer Phone Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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Phone:802-828-2210
Fax:802-828-2222

***** AMENDMENT #1 *****

AMENDMENT #1 - OCTOBER 6, 2016 - THE STATE IS HEREBY ELECTING TO EXTEND THIS CONTRACT, THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT TO JUNE 30, 2019 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs): CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

Stephen Fazekas
Technology Procurement Administrator
Office of Purchasing & Contracting
109 State Street
Montpelier, VT 05633-3001
E-Mail: Stephen.Fazekas@vermont.gov
Phone:802-828-2210
Fax:802-828-2222

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and AT&T Mobility with a principal place of business in Atlanta, GA (the "Contractor") that the contract between them originally dated as of October 17, 2012, Contract # 23393, as amended to date, (the "Contract") is hereby amended as follows:

I. **Section 8 Percentage Discounts.** The Percentage Discounts are amended as follows:

Section 8 is amended by the addition of the following plan rates

Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this Section I (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom integrated 5GB plans for smartphones with tethering described herein (the "Custom Plans"). The Custom Plans are available for the term of the Agreement. The Custom Plans 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, the Custom Plans are subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. In this case, the Custom Plans are subject to (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information; and (b) the Wireless Data Service rates, terms, and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information. To the extent of any material conflict between the terms and conditions of this Section I and the applicable Sales Information, this Section I will control. Notwithstanding the foregoing, the Custom Plans will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom 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.

	GOV Pooled 300 Plan	GOV Pooled 400 Plan	GOV Pooled 600 Plan	GOV Pooled 1000 Plan
Monthly Service Charge	\$58.75	\$59.61	\$71.43	\$83.13
Anytime Minutes	300	400	600	1000
Voice Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25
Included Nights & Weekend Minutes	5000	5000	Unlimited	Unlimited
Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A	N/A
Included Domestic Data Access	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Data Usage Tethering Cap	10GB	10GB	10GB	10GB
Unlimited Text	Yes	Yes	Yes	Yes

CUSTOM INTEGRATED 5GB PLANS WITH TETHERING

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).

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.

This document consists of 3 pages. Except as modified by this Amendment No.2, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

AT&T MOBILITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____