



Solicitation Number: 031924

CONTRACT

This Master Contract (“Contract”) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (“Sourcewell”) and **AT&T Mobility National Accounts, LLC**, One AT&T Way, Bedminster, NJ 07921 (“Supplier” or “AT&T”).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its Participating Entities. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Participating Entities (each, a “Participating Entity”).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires May 8, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** The respective obligations of Sourcewell and AT&T that by their nature would continue beyond the termination or expiration of this Contract, including the obligations set forth in Section 12 (Indemnity and Hold Harmless), Section 13 (Government Data Practices), Section 14 (Third Party Claims Concerning Infringement), Section 15 (Governing Law, Jurisdiction, and Venue), and Section 23 (Confidential Information), will survive such termination or expiration.

C. **PARTS OF THIS CONTRACT.** This Contract incorporates the following documents:

1. *Pricing Schedules.* The Pricing Schedules shall contain the pricing (including discounts and commitments, if applicable) and Pricing Schedule Term for each Service, the forms of which are attached as a sub-Exhibit of Exhibit A hereto (each, a “Pricing Schedule” and collectively, the “Pricing Schedules”).
2. *Participation Agreement and/or PA* (defined below).
3. *Tariffs and Guidebooks.* “Tariffs” are documents containing the descriptions, pricing and other terms

and conditions for a Service that Supplier or its Affiliates file with regulatory authorities. “Guidebooks” are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/service_publications or other locations Supplier may designate.

4. *Acceptable Use Policy*. Supplier’s Acceptable Use Policy (“AUP”) applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations Supplier may designate.
5. *Service Guides*. The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/service_publications or other locations Supplier may designate.

D. **ORDER OF PRIORITY**. The order of priority of the documents that form this Contract is: any standalone pricing schedule, any applicable Participation Agreement, this Contract; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

E. **REVISIONS TO DOCUMENTS**. Supplier may revise Service Publications at any time.

F. **EXECUTION BY AFFILIATES**. A Supplier affiliate or Sourcewell or Participating Entity affiliate may sign a Participation Agreement in its own name, and such affiliate contract will be a separate but associated contract incorporating the terms of this Contract. Sourcewell and Sourcewell Participating Entities will cause their respective affiliates to comply with any such separate and associated contract, as shall Supplier with respect to its affiliates.

2. DEFINITIONS

Within this Contract, these terms have the following meanings:

- **“Affiliate”** of a party means any entity that controls, is controlled by or is under common control with such party.
- **“API”** means an application program interface used to make a resource request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.
- **“AT&T Software”** means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Sourcewell or any Participating Entity pursuant to the Contract. AT&T Software does not include software that is not furnished to Sourcewell or such Participating Entity, as applicable.
- **“BYOD”** Bring Your Own Device, customer owned equipment

- **“CRU” or “Corporate Responsibility User”** means an Employee of Participating Entity receiving Service under a Participating Entity’s account.
- **“Cutover”** means the date a Participating Entity’s obligation to pay for Services begins.
- **“Device Subsidy Term”** Optional Twenty-four (24) or Thirty-six (36) months from the date of activation or upgrade without any suspension or termination of any line of Service.
- **“Device Recovery Fee”** Equipment payment, to offset the subsidy credited by AT&T, on a line of service terminated prior to the Twenty-four (24) or Thirty-six (36) month Device Subsidy Term.
- **“Employee”** means Participating Entity’s or its Affiliate’s current, validated personnel receiving Federal W-2 or K-1 tax treatment.
- **“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.
- **“Hazardous Materials”** mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. Supplier shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.
- **“IRU” or “Individual Responsibility User”** means an Employee of Participating Entity who receives Service under the AT&T Signature Program found in the AT&T Mobile Services Guide (available at http://serviceguidenew.att.com/sg_flashPlayerPage/MS).
- **“Minimum Activation Period”** Thirty (30) days from the date of activation
- **“Participation Agreement” or “PA”** means an agreement between Supplier and a Participating Entity, in form and substance substantially similar to Exhibit B to this Contract and otherwise in conformance with Section 3(D) (Participation Agreements) of this Contract, through which such Participating Entity participates in the Contract.
- **“Personal Data”** means information that identifies an individual, that Sourcewell or a Participating Entity directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.
- **“Purchased Equipment”** means equipment or other tangible products Sourcewell or a Participating Entity purchases under a Participation Agreement or otherwise from Supplier, including any replacements of Purchased Equipment provided to Sourcewell or a Participating Entity. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Sourcewell or Participating Entity on which Software is stored.
- **“Service”** means commercial mobile radio services (including, without limitation, voice service, wireless data service), and additional products provided by AT&T pursuant to the Contract.
- **“Service Component”** means an individual component of a Service provided under this Contract.
- **“Service Publications”** means Tariffs, Guidebooks, Service Guides and the Supplier’s Acceptable

Use Policy.

- **“Software”** means AT&T Software and Third-Party Supplier Software.
- **“Third-Party Service”** means a service provided directly to Sourcewell or a Participating Entity by a third-party under a separate agreement between Sourcewell or a Participating Entity and the third party.
- **“Third-Party Supplier Software”** means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Sourcewell or a Participating Entity, other than AT&T Software.
- **“Total Wireless Spend”** means the total amount of the charges set forth on the invoices sent by Supplier to Participating Entities under the Contract, less, discounts, credits, adjustments, taxes, fees, and surcharges.

3. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier’s Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Subject to the terms and conditions of any applicable Participation Agreement with a Participating Entity, all Equipment and Products provided under this Contract must be new/current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier’s product and pricing list. Unless agreed to by the Participating Entity in advance, Equipment or Products must be delivered as operational to the Participating Entity’s site.

Without prejudice to any applicable early termination charges, this Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. AT&T DELIVERABLES.

1. *Services.* AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Sourcewell and its Participating Entities, subject to the availability and operational limitations of systems, facilities, and equipment. Where required, a AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2. *License and Other Terms.* Software and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Sourcewell or Participating Entities and either the licensor, the third-party service provider or the manufacturer. Sourcewell’s execution of the Contract is Sourcewell’s agreement to comply with such separate agreement, as is a Participating Entity’s agreement to any applicable Participation Agreement. Unless a Service Publication specifies otherwise, AT&T’s sole responsibility with respect to Third-Party Services is to place Sourcewell’s or Participating Entity’s orders for Third-Party Services, except that AT&T may invoice and collect payment from Sourcewell or Participating Entity, as applicable, for the Third-Party Services.

C. SOURCEWELL'S COOPERATION.

1. *Access Right.* Sourcewell or Participating Entity will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Sourcewell or Participating Entity controls and will obtain at Sourcewell's or Participating Entity's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Sourcewell's or Participating Entity's landlord. AT&T will coordinate with and, except in an emergency, obtain Sourcewell's or Participating Entity's consent to enter upon Sourcewell's or Participating Entity's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Sourcewell's or Participating Entity's connection to AT&T's network. Sourcewell or Participating Entity must provide AT&T timely information and access to Sourcewell's or Participating Entity's facilities and equipment as AT&T reasonably requires for the Services, subject to Sourcewell's or Participating Entity's reasonable security policies. Sourcewell or Participating Entity will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Sourcewell or Participating Entity will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

2. *Safe Working Environment.* Sourcewell or Participating Entity will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services.

3. *Users.* "User" means anyone who uses or accesses any Service provided to Sourcewell or Participating Entity. Sourcewell and its Participating Entities ordering or receiving Services will cause Users to comply with this Contract and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

4. *Resale of Services.* Neither Sourcewell nor any Participating Entity may resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

D. PARTICIPATION AGREEMENT. AT&T may enter into a Participation Agreement with any Sourcewell Participating Entity, the form of which is attached hereto as Exhibit B ("Participation Agreement Template") which shall include the Participation Agreement Cover Page and the Participation Agreement Standard Terms, which shall incorporate by reference the terms and conditions of this Contract and identify the Service or Services from the AT&T Sourcewell Program Website which are eligible for purchase under the Participation Agreement. The form of Exhibit B may not be revised without amendment; provided that AT&T and a Participating Entity may modify the terms of the Participation Agreement between them as both may agree. Individual Participation Agreements may be terminated prior to the expiration of this Contract without any effect on this Contract's continued operation, but this Contract's termination or expiration shall also terminate any outstanding Participation Agreements.

1. Each Participation Agreement shall be assigned an AT&T Contract Number.

2. By requesting Service under a Participation Agreement, the Participating Entity is agreeing to be bound by the terms and conditions of this Contract (including all Attachments and incorporated documents), including the obligation to pay AT&T for all Services, Equipment, and related products within thirty (30) days from invoice date.

3. The Participating Entity must order Service under a Participation Agreement through (i) the AT&T Premier website utilizing approved customer log-in credentials, or (ii) by submitting an email or fax to AT&T with the correct authenticating information (accepted at AT&T's sole discretion).

E. WARRANTY. Supplier shall pass through to Participating Entities any warranties for Equipment and Third-Party Supplier Software available from the manufacturer or licensor. The manufacturer or licensor, and not Supplier, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND EQUIPMENT IS OTHERWISE PROVIDED TO Participating Entities ON AN "AS IS" BASIS.

4. PRICING, BILLING, SHIPPING, TAX, AND PAYMENTS

A. PRICING. All Equipment, Products, or Services under this Contract will be priced as stated in Supplier's Proposal. The rates set forth in this Contract are exclusive of taxes, surcharges, regulatory fees, and other similar charges relating to the provision of the Services. Sourcewell and all Participating Entities purchasing Services under this Contract shall be responsible for paying all applicable surcharges, regulatory fees and other similar charges relating to the provision of the Services.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

The prices are stabilized until the end of the Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply.

B. BILLING. Unless a Service Publication specifies otherwise, Sourcewell's or a Participating Entity's obligation to pay for a Service Component begins upon availability of the Service Component to Sourcewell or the Participating Entity. Sourcewell or the Participating Entity, as applicable, will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes).

C. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged and perform in substantially accordance with the written specifications. If the Equipment or Products do not substantially comply with the written specifications at the time of delivery, then within fourteen (14) days the Participating Entity shall notify AT&T in writing and provide AT&T an opportunity to cause the Equipment or Products to substantially comply with the Specifications. AT&T shall notify the Participating Entity upon completion of its corrective action, and the Participating Entity shall perform such tests as may be necessary

to ensure that the Equipment or Products substantially comply with the written specifications. If the Participating Entity fails to notify AT&T in writing that the Equipment or Products are not in substantial compliance with the Specifications, then AT&T's Acceptance shall be deemed to occur fifteen (15) days following the later to occur of delivery or AT&T's corrective action. If AT&T fails to take corrective action after having received notice that Equipment or Products do not substantially comply with the written specifications, then the Participating Entity may reject delivery of such Equipment or Products without liability, and AT&T shall be responsible for any return shipment costs reasonably incurred by the Participating Entity.

D. SALES TAX. Rates and charges are exclusive of applicable taxes. Participating Entity must pay all taxes, which include any applicable sales, public utilities, gross receipts, or other taxes, surcharges, fees and assessments imposed by governments (regardless of whether they are imposed on a Participating Entity, corporate responsible user (CRU), or Supplier) including, without limitation, assessments to defray costs for government programs such as universal connectivity, enhanced 911 service, local number portability, and number pooling relating to Service, Equipment, goods or services purchased, and/or the wireless network.

AT&T acknowledges that in certain instances Participating Entities may be tax-exempt. AT&T will accord the proper tax-exempt status to each Entity that properly establishes such status. Notwithstanding this tax-exempt status, each Entity must pay any Taxes not covered by its tax-exempt status.

E. PAYMENTS.

1. *Payment.* Payment for service is due within 30-days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. AT&T does not receive payment by the payment due date, AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

2. *Dispute.* Participating Entity will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Participating Entity disputes a charge, Participating Entity will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Participating Entity waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute. Following AT&T's notice of the results of its investigation to Participating Entity, payment of all properly due charges and properly accrued late payment fees must be made within fifteen (15) business days. AT&T will reverse any late payment fees that were invoiced in error.

5.PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form

to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

6. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. Participating Entity membership in Sourcewell is open to public and nonprofit entities; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract, provided that Supplier shall be under no obligation to accept orders or other solicitations for Equipment, Products or Services to be delivered outside the United States or from Participating Entities situated or organized outside the United States or its territories. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Participating Entity of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell Participating Entity membership requirements and documentation. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract, provided that such removal shall not affect the validity or enforceability of any open contracts or orders between such Participating Entities and Supplier. In the event a Participating Entity is removed from Sourcewell's Participating Entity membership roster, AT&T will no longer process the Administrative Fee for that Participating Entity's CRU usage as defined in Section 8.B (Administrative Fee).

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

7. PARTICIPATING ENTITY USE AND PURCHASING

A. PARTICIPATING AGREEMENT AND PAYMENT. To access the contracted Equipment, Products, or Services

under this Contract, Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will execute a Participation Agreement with Supplier. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a Participation Agreement may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION BETWEEN SUPPLIER AND PARTICIPATING ENTITIES.

1. *Termination of Participation Agreement.* Any Participation Agreement with a Participating Entity may be terminated immediately upon notice by either party thereto 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.

2. *Termination or Suspension.* The following additional termination provisions apply:

a) Material Breach. If either party to a Participation Agreement fails to perform or observe any material warranty, representation, term or condition of this Contract or such Participation Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and Supplier may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Participation Agreement, terminate (and AT&T may suspend and later terminate) the entire Participation Agreement.

b) Materially Adverse Impact. If AT&T revises a Service Publication, the revision has a materially adverse impact on a Participating Entity and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from such Participating Entity, then such Participating Entity may, as Participating Entity's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Participating Entity first learns of the revision to the Service Publication. "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 a Participating Entity fails to rectify a violation of the AUP within 5 days after receiving notice from Supplier, Supplier may suspend the affected Service Components. Supplier reserves the right, however, to suspend or terminate immediately when:

- (i) Supplier's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) Supplier is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) Supplier reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if Supplier were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of Supplier's network or networks with which Supplier is interconnected or may interfere with another customer's use of Supplier services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to Supplier, Supplier's customers or its or their respective employees.
- d) Fraud or Abuse. Supplier may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Participation Agreement, terminate or suspend the entire Participation Agreement, immediately by providing Participating Entity with as much advance notice as is reasonably practicable under the circumstances if Participating Entity, in the course of breaching the Contract, Participation Agreement:
- (i) commits a fraud upon Supplier; (ii) uses the Service to commit a fraud upon another party;
 - (iii) unlawfully uses the Service; (iv) abuses or misuses Supplier's network or Service; or
 - (v) interferes with another customer's use of Supplier's network or services.
- e) Infringing Services. If the options described in Section 14.C. (Infringing Services) are not reasonably available, Supplier may at its option terminate the affected Services or Service Components without liability other than as stated in Section 14.A. (AT&T's Obligations).
- f) Hazardous Materials. If Supplier encounters any Hazardous Materials at the Site, Supplier may terminate the affected Services or Service Components or may suspend performance until Participating Entity removes and remediates the Hazardous Materials at Participating Entity's expense in accordance with applicable law.
- g) Non-Appropriations. By entering into any Participation Agreement, Participating Entity warrants that Participating Entity has funds appropriated and available to pay all amounts due thereunder through the end of Participating Entity's current fiscal period. Participating Entity further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the applicable term of the Participation Agreement. In the event Participating Entity is unable to obtain the necessary appropriations or funding for the Services provided by Supplier, Participating Entity may terminate the Services without liability for the termination charges upon the following conditions: (i) Participating Entity has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Participating Entity's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Participating Entity has negotiated in good faith with Supplier to develop revised terms, and an alternative payment schedule or a new agreement to accommodate Participating Entity's budget. Participating Entity must provide Supplier thirty (30) days' prior written notice of its intent to terminate the Services. Termination of the Services 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 Participating Entity terminates the Services pursuant to this subsection, Participating Entity agrees as

follows: (i) it will pay all amounts due for Services incurred through date of termination and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original term of the applicable Participation Agreement.

h) Termination for Convenience. A Participating Entity may terminate a PA for its convenience upon 60 days' written notice, and upon full payment of services provided, including any applicable termination charges.

3. *Effect of Termination*.

a) No Waiver. 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 Contract or the Participation Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

b) Payment of Amounts Due. If a Service or Service Component is terminated, Participating Entity will pay all amounts incurred prior to the effective date of termination.

4. *Termination Charges*.

a) No Termination Charge for Termination for Cause. If Participating Entity terminates a Participation Agreement or an affected Service or Service Component for cause in accordance with the Contract or if Supplier terminates a Service or Service Component other than for cause, then except as may be expressly set forth in an applicable Participation Agreement or Service Publication, Participating Entity will not be liable for termination charges.

b) Impact of Cutover on Termination Charges. If Participating Entity or Supplier terminates a Service or Service Component prior to Cutover other than as set forth in Section 6.E.4(a) (No Termination Charge for Termination for Cause), Participating Entity (i) will pay any pre-Cutover termination or cancellation charges set out in a Participation Agreement or Service Publication, or (ii) in the absence of such specified charges, will reimburse Supplier for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

8. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

9. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report), at the Foundation Account Number (“FAN”) that AT&T uses to track individual customer accounts, to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made). The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Sourcewell Assigned Entity/Participating Entity Number;
- Total Mobility Sales
- Total Equipment Sales;
- Total Sales less taxes and Sourcewell Administrative Fee Applied; and
- Bill Cycle Month.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee (1%) to Sourcewell on all Total Wireless Spend provided to Participating Entities. The report format and content will be mutually agreed upon by the parties and must be received no later than forty-five (45) calendar days after the end of each calendar quarter. The Supplier will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Total Wireless Spend purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than sixty (60) calendar days after the end of each calendar quarter.

No more than one time in any twelve (12) month period, Supplier agrees to reasonably cooperate with Sourcewell at no out-of-pocket cost or expense, in auditing transaction under this Contract to ensure that the administrative fee is paid on the Total Wireless Spend under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, following written notice to AT&T of such delinquency, Sourcewell may charge late payment fees at the lowest of

(a) 1.5% per month (18% per annum) or (b) the maximum rate allowed by law for overdue payments. In the event this Contract is terminated by either party prior to the Contract's expiration date, the administrative fee payment will be due as defined above.

10. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

11. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT.

Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Sourcewell or a relevant Participating Entity may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices. Sourcewell or such Participating Entity 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 provisions of service that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's Confidential Information. Sourcewell or such Participating Entity, as applicable, shall cause any person retained of this purpose to execute a non-disclosure agreement. Such reviews shall take place at a time and place agreed upon by the parties. Sourcewell's or as applicable, a Participating Entity's, normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records.

B. ASSIGNMENT AND SUBCONTRACTING.

1. *Generally.* Except as set forth below, neither the Supplier nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the other party. Such consent will not be unreasonably withheld or conditioned. In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

2. *Exception and Condition.* Supplier may subcontract to an affiliate or a third party work to be performed under this Contract but will remain financially responsible for the performance of such obligations.

3. *Abroad.* In countries where AT&T does not have an affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible for such obligations. In certain countries, a Participating Entity may be required to contract directly with the local service provider.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Supplier as to the subject matter of this Contract. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

12. INDEMNITY AND HOLD HARMLESS

A. GENERAL INDEMNITY. Supplier must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

B. NOTICE AND COOPERATION. The party seeking defense or settlement of a third-party claim under this Section 12 (Indemnity and Hold Harmless) 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. 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 Section 12 (Indemnity and Hold Harmless).

C. LIMITATION OF LIABILITY.

1. EACH PARTY'S ENTIRE LIABILITY (INCLUDING EACH APPLICABLE PARTICIPATING ENTITY'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 CONTRACT 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 SECTION 23 (CONFIDENTIAL INFORMATION) , SECTION 14 (THIRD PARTY CLAIMS CONCERNING INFRINGEMENT));

(c) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 14 (THIRD PARTY CLAIMS CONCERNING INFRINGEMENT);

(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 SECTION 12.C.1(a)-(d), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT NOT TO EXCEED \$50,000.

2. EXCEPT AS SET FORTH IN SECTION 14 (THIRD PARTY CLAIMS CONCERNING INFRINGEMENT) 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 SECTION 12 (INDEMNITY AND HOLD HARMLESS) SHALL NOT LIMIT A PARTICIPATING ENTITY'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS CONTRACT.

D. DISCLAIMER OF LIABILITY. AT&T 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 A PARTICIPATING 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 CONTRACT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF ANY PARTICIPATING ENTITY'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

E. PURCHASED EQUIPMENT AND THIRD-PARTY SUPPLIER SOFTWARE WARRANTY. AT&T shall pass through to any applicable Participating Entity any warranties for Purchased Equipment and Third-Party Supplier Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO PARTICIPATING ENTITIES ON AN "AS IS" BASIS.

F. DISCLAIMER OF WARRANTIES. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO 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 AT&T'S SECURITY PROCEDURES WILL PREVENT THE

LOSS OR ALTERATION OF OR IMPROPER ACCESS TO SOURCEWELL'S OR ANY PARTICIPATING ENTITY'S DATA AND INFORMATION.

G. APPLICATION AND SURVIVAL. The disclaimer of warranties and limitations of liability set forth in this Contract will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 12 (Indemnity and Hold Harmless) will survive failure of any exclusive remedies provided in this Contract.

H. LEGAL ACTION. Except where prohibited by law, any legal action arising in connection with this Contract must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

13. GOVERNMENT DATA PRACTICES

Supplier materially complies with the applicable sections of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to the Services provided under this contract.

14. THIRD PARTY CLAIMS CONCERNING INFRINGEMENT

A. Supplier's obligations. Supplier agrees at its expense to defend and either to settle any third-party claim against Sourcewell, its affiliates and its 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 Service provided to Sourcewell under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Sourcewell's, its affiliate's, a user's or another's content; (b) modifications to the Service by Sourcewell, its affiliate or another, or combinations of the Service with any non-Supplier services or products by Sourcewell or others; (c) AT&T's adherence to Sourcewell's, its affiliate's or another's written requirements; or (d) use of a Service in violation of this Agreement.

B. Infringing services. Whenever Supplier is liable under Section 14.1, Supplier may at its option either procure the right for Sourcewell to continue using, or may replace or modify, the service so that it is non-infringing.

C. Notice and cooperation. When seeking defense or settlement of a third-party claim under this Section 14, Sourcewell will provide notice to Supplier 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 Supplier is prejudiced by the delay. Sourcewell will allow Supplier to control the defense and settlement of the claim and will reasonably cooperate with the defense. Supplier will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of Sourcewell, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against Sourcewell is limited to monetary damages that are paid by Supplier under this Section 14.

D. Supplier's obligations under Section 14A shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

15. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract between AT&T and Sourcewell, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota. The United Nations Convention on Contracts for International Sale of Goods will not apply.

16. FORCE MAJEURE

Neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

17. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

18. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

19. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella/Excess Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile. Use any combination of primary and excess to meet the required limits.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Cyber Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law,

Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

20. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

21. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

22. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

C. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

E. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

F. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Participating Entity of Congress, officer or employee of Congress, or an employee of a Participating Entity of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

G. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

H. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

I. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

23. CONFIDENTIAL INFORMATION

A. CONFIDENTIAL INFORMATION. Confidential Information means: information that the disclosing party would reasonably expect to remain non-public or protected based on applicable state and federal laws related to data disclosure. This Section 23 (Confidential Information) also applies to Participating Entities accessing this Contract. The parties acknowledge that all data received and maintained by Sourcewell are governed by the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13). For clarity the following data provided to Sourcewell are not considered Confidential Information: this Contract and any reports provided to Sourcewell under Section 8 (Report on Contract Sales Activity and Administrative Fee Payment).

b. OBLIGATIONS. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and AT&Ts having a need-to-know (but only if such agents and AT&Ts are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 23 (Confidential Information)) or to the extent authorized to be revealed by law, governmental authority or legal process, provided where legal and reasonable the disclosing party gives advance notice to the other party; (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Contract (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and

Services).

c. EXCEPTIONS. The restrictions in this Section 23 (Confidential Information) will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party’s Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Contract.

d. PRIVACY. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and AT&Ts around the world who process Sourcewell or Participating Entity Personal Data to protect Sourcewell or Participating Entity Personal Data in accordance with the data protection laws and regulations applicable to AT&T’s business. If Sourcewell or Participating Entity does not want AT&T to comprehend Sourcewell or Participating Entity data to which it may have access in performing Services, it must encrypt such data so that it will be unintelligible. Sourcewell and its Participating Entities are responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Sourcewell’s, any Participating Entity’s and AT&T’s collection and use of the User, employee or agent information in connection with a Service. Sourcewell and Participating Entities will only make accessible or provide Sourcewell or Participating Entity Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Sourcewell (or an applicable Participating Entity) in writing, if AT&T designates a dedicated account representative as Sourcewell’s or a Participating Entity’s primary contact with AT&T, Sourcewell and the applicable Participating Entity authorize that representative to discuss and disclose the proprietary network information of Sourcewell or such Participating Entity, as applicable, to any employee or agent of Sourcewell or such Participating Entity, as applicable, without a need for further authentication or authorization.

24. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 90 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

This Agreement shall be void if not executed by Customer and received by AT&T within 30 days of the date AT&T executed the Agreement, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

Sourcewell
DocuSigned by:
Jeremy Schwartz
By: _____
COFD2A139D06489...
Jeremy Schwartz

AT&T Mobility National Accounts, LLC
DocuSigned by:
Michael Swenson
By: _____
1A2AE60170C0489...
Michael Swenson

Title: Chief Procurement Officer

Title: Lead Solutions Architect

Date: 7/9/2024 | 3:57 PM CDT

Date: 7/9/2024 | 3:54 PM CDT

EXHIBIT A

AT&T MOBILITY PRICING SCHEDULE

Customer	AT&T
Sourcewell Street Address: 202 12 th Street NE City: Staples State/Province: MN Zip Code: 56479 Country: USA	AT&T Mobility National Accounts LLC (AT&T)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Tara Wolff Title: Director of Procurement Street Address: 202 12 th Street NE City: Staples State/Province: MN Zip Code: 56479 Country: USA Telephone: 218-541-5362 Email: tara.wolff@sourcewell-mn.gov	Name: Susan Margheim Street Address: 208 S Akard St City: Dallas State/Province: TX Zip Code: 75202 Country: USA Telephone: 972-816-6562 Email: ss3725@att.com With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Contract between AT&T and Customer referenced above (that Master Contract, together with all Pricing Schedules, including this Pricing Schedule, being sometimes referred to herein as the "Agreement") and is effective as of the first date when it has been signed by both parties (the "Effective Date"). **This Pricing Schedule includes the AT&T Mobile Services Service Guide (available at http://serviceguidenew.att.com/sg_flashPlayerPage/MS), including its provision requiring the disputes be resolved by binding individual arbitration instead of jury trials or class actions, as well as the other documents referenced in Section 1 below.** In the event of a conflict or inconsistency between the terms of this Pricing Schedule and the terms contained (i) in the "Optional Programs" section of the Service Guide and associated Sales Information for an Optional Program selected by Customer or a CRU (collectively, the **Optional Program Terms**) or (ii) in the Sales Information for any Service selected by Customer or a CRU, the Optional Program Terms and the Sales Information will prevail but only with respect to such Optional Program or other Service, as applicable. Capitalized terms used but not defined in this Pricing Schedule will take the meanings ascribed to them by the Master Contract, or if not defined in the Master Contract, will take the meanings ascribed to them by the Service Guide.

Customer (by its authoriz	AT&T (by its authori
DocuSigned by: <i>Jeremy Schwartz</i> By: COFD2A139D06489...	DocuSigned by: <i>Michael Swenson</i> By: 1A2AE60170C0489...
Name: Jeremy Schwartz	Name: Michael Swenson
Title: Chief Procurement Officer	Title: Lead Solutions Architect
Date: 7/9/2024 8:31 PM CDT	Date: 7/9/2024 3:59 PM CDT

1. SERVICES AND SERVICE PUBLICATIONS

1.1. Services and Service Publications

Services	Service Publications
AT&T Mobile Services, Equipment, Optional Programs, and Supplemental Services	AT&T Mobile Services Service Guide (Service Guide), Sales Information and Mobility Fee Schedule

1.2. Service Publication Locations

Service Publications	Service Publication Descriptions	Service Publication Locations
Service Guide	AT&T Mobile Services Service Guide	http://serviceguidenew.att.com/sg_flashPlayerPage/MS
Sales Information	Product-specific product briefs, rate brochures, service guides, ordering documents or acknowledgments, or other product offers provided to Customer.	Available in a retail store or through an AT&T sales representative upon request, on the Equipment or in an app, and/or online at www.att.com/abs-addtl-terms , www.wireless.att.com/business , or such other site provided by AT&T
Mobility Fee Schedule	Surcharges, recovery fees and one-time fees	www.att.com/mobilityfees

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	5 years
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Renewal Period(s)	This Pricing Schedule allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier.

3. DISCOUNTS

3.1 Service Discounts

Service Discount. Subject to the restrictions set forth in this Section, AT&T will provide Customer with the following Service Discount: Twenty Five percent (25%) for CRUs; Seventeen percent (17%) for Employee IRUs. AT&T may restrict certain Plans or certain other discount programs from qualifying for the Service Discount. AT&T will advise Customer when such restrictions apply. AT&T will only apply the Service Discount to the Monthly Service Charge of eligible Plans. It may take several billing cycles for the Service Discount to be applied.

Applicable only to the Monthly Service Charge of Voice Service and Wireless Data Service Plans identified as discount eligible in the Service Publication.

Service Discount for CRUs	Service Discount for IRUs
25%	17%

3.2 Accessory Discount

Accessories Discount. Subject to the restrictions set forth, AT&T will provide Customer with a thirty (30%) discount on select Accessories purchased by Customer and/or its CRUs through Customer’s Premier website (the “Accessory Discount”). The discount off Accessories is not available to Customer for orders placed through any other method. For purposes of this Agreement, the term “Accessories” means supplementary parts (e.g., batteries, chargers, cases and ear buds) for use with Equipment found at the “Equipment” page of the Program Website from time to time. Accessory selection is subject to availability limitations. The Accessory Discount will not apply to Accessories purchased for use with data-centric Equipment such as modems, replacement SIM cards and car kits or to Apple-branded Accessories, and the Accessory Discount may not be combined with any other promotional pricing or offer.

4. SERVICE WITHDRAWALS

Notification Required for AT&T to withdraw from market and terminate a Service or Service Component	
Optional Programs	30 days
All other Services	None

5. EQUIPMENT PURCHASE OPTIONS AND DEVICE RECOVERY FEE/CANCELLATION FEE

In addition to any applicable termination charge set forth in Section 7.D.4 (Termination Charges) of the Contract, with respect to Equipment the following applies for governmental entities and non-governmental entities, respectively:

Table 5.1 – Applicable to Governmental Entities (Only)

Equipment Purchase Option	Applicable Device Recovery Fee																								
At a discounted price with a 1, 2 or 3 year service commitment*	<p>For each line of Service that received a subsidy that is terminated prior to the end of the Device Subsidy Term, the Customer agrees to pay or reimburse AT&T the Device Recovery Fee to offset the subsidy credited by AT&T to the Customer for each terminated line of Service.</p> <p>For the subsidy to be effective, Customer will activate a line of Service under its master account. Each line of Service:</p> <ul style="list-style-type: none"> • Each line of Service must be activated in accordance with the terms of the Agreement; • Each line must be activated with an applicable subsidy period of twenty-four (24) or thirty-six (36) months from the date of activation. • Each line of Service must remain active, without suspension following the activation (“Minimum Activations Period”); • Each line of Service can only qualify once for a device subsidy during the Device Subsidy Term; • The subsidy cannot be combined with any other discounts, credits or promotional offers; • BYOD , full MSRP (manufacturer’s suggested retail price) device purchases, and lines that have fulfilled their Device Subsidy Term are not subject to the Device Recovery Fee; • Equipment returned to AT&T will not be subject to the Device Recovery Fee. <p>Customer agrees to pay AT&T the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Device Subsidy Term and not returned to the AT&T.</p> <p style="text-align: center;"><u>Device Recovery Fees:</u></p> <table border="1" data-bbox="337 1037 1068 1346"> <thead> <tr> <th>Device Tier</th> <th>Range Non Discounted Price Range</th> <th>Recovery Charge on Retail Price</th> <th>Monthly Charge Decline</th> </tr> </thead> <tbody> <tr> <td>A</td> <td><\$300.00</td> <td>\$150</td> <td>\$5</td> </tr> <tr> <td>B</td> <td>\$300-\$449.99</td> <td>\$300</td> <td>\$10</td> </tr> <tr> <td>C</td> <td>\$450-\$599.99</td> <td>\$450</td> <td>\$15</td> </tr> <tr> <td>D</td> <td>\$600-\$749.99</td> <td>\$600</td> <td>\$20</td> </tr> <tr> <td>E</td> <td>\$750 Or Greater</td> <td>\$750</td> <td>\$25</td> </tr> </tbody> </table>	Device Tier	Range Non Discounted Price Range	Recovery Charge on Retail Price	Monthly Charge Decline	A	<\$300.00	\$150	\$5	B	\$300-\$449.99	\$300	\$10	C	\$450-\$599.99	\$450	\$15	D	\$600-\$749.99	\$600	\$20	E	\$750 Or Greater	\$750	\$25
Device Tier	Range Non Discounted Price Range	Recovery Charge on Retail Price	Monthly Charge Decline																						
A	<\$300.00	\$150	\$5																						
B	\$300-\$449.99	\$300	\$10																						
C	\$450-\$599.99	\$450	\$15																						
D	\$600-\$749.99	\$600	\$20																						
E	\$750 Or Greater	\$750	\$25																						
At full, undiscounted retail price	N/A																								
On an installment plan*	N/A – each purchase is subject to a Installment Agreement; see the Installment Financing Options for Qualified Equipment section of the Service Guide for more details about this option.																								
* This option may not be available in all sales channels or for all Devices.																									

Table 5.2 – Applicable to Non-Governmental Entities (Only)

Equipment Purchase Option	Applicable Cancellation Fee
At a discounted price with a 1, 2 or 3 year service commitment*	The cancellation fee amount for each CRU line of Service that is terminated before the end of the applicable service commitment will vary depending upon the undiscounted retail price of the Equipment for such CRU line. Go to www.att.com/equipmentETF to see what cancellation fee applies to the Equipment and how the fee is prorated over time.**
At full, undiscounted retail price	N/A
On an installment plan*	N/A – each purchase is subject to a Installment Agreement; see the Installment Financing Options for Qualified Equipment section of the Service Guide for more details about this option.
<p>* This option may not be available in all sales channels or for all Devices.</p> <p>** The applicable cancellation fee found at the above link may be changed by AT&T from time to time. Any such changes will apply to CRU lines of Service that are activated or upgraded after the effective date of the changes. The cancellation fee will not apply to Service terminations within the first 30 days after activation so long as Customer returns the applicable Equipment and pays any applicable restocking fee. See www.att.com/returns for more details.</p>	

6. AT&T SIGNATURE PROGRAM (ALSO KNOWN AS SPONSORSHIP PROGRAM)

6.1. Marketing Assistance

Participating Entities may assist AT&T in promoting the IRU benefits to their Employees. Below are examples of assistance actions:

- Promote the offer to their employees in employee communications such as emails or events. AT&T can provide flyers with your company’s benefits to use for these activities.
- Posting and maintaining a hyperlink from Customer’s intranet site for Employee-related benefits to the att.com landing page established for Customer’s IRUs.
- Any other mutually agreed upon marketing efforts which shall be documented in a writing signed by both parties.

7. ADDITIONAL TERMS AND CONDITIONS

7.1. Liability

AT&T WILL HAVE NO LIABILITY FOR ANY SERVICE INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS THAT LAST LESS THAN 24 HOURS.

7.2. [RESERED]

7.3. Prohibited Network Uses, and Other Reasons AT&T May Change, Suspend or Terminate Service

If Customer violates off-net usage thresholds, engages in Prohibited Network Uses, or engages in other Misconduct described in the applicable Service Publication, then in addition to its other rights under the Agreement, AT&T may undertake applicable remedies set forth in the Service Publication.

7.4. [RESERED]

7.5. Binding Individual Arbitration and Forum Selection

Notwithstanding anything to the contrary elsewhere in the Agreement, all disputes between the parties will be resolved in accordance with “AT&T’s Informal Dispute Resolution and Binding Individual Arbitration” and “Forum Selection” provisions contained in Section 1 of the Service Guide, which is a part of the Agreement and can be found by typing http://serviceguidenew.att.com/sq_flashPlayerPage/MS. **Arbitration will take place on an individual basis. Class arbitrations, class actions, and representative actions are not permitted.**

7.6. Wi-Fi Calling and 911 Calls

Customer acknowledges that it has received and understands, and has informed its CRUs of, the information about 911 calls using Wi-Fi Calling as an AT&T wireless service customer contained in Section 1 of the Service Guide, which is a part of the Agreement and can be found by typing http://serviceguidenew.att.com/sq_flashPlayerPage/MS, and Customer further agrees that if a CRU dials 911 on Equipment using Wi-Fi Calling, AT&T may treat the automatic location information transmitted by the Equipment as the temporarily updated Wi-Fi Calling Emergency Address.

8. Custom Offers

Provided Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §8 (including all sub-sections and Tables), AT&T will provide Customer and its eligible CRUs the following custom offers. 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 (and discount, when applicable) also reflected on the invoice.

Calling Plan	Net Price
AT&T Mobile Select - Unlimited Talk, Text, Data - Subsidized	\$49.99
AT&T Mobile Select - Unlimited Talk, Text, Data - Unsubsidized	\$31.24
AT&T Mobile Select - Pooled Plan for Feature Phones 100MB	\$22.99
Stand Alone ePTT Rate Plan	\$18.99
Mobile Select Unlimited	\$39.99
AT&T Unlimited Data for Government Customers only	\$39.99
AT&T Unlimited Data for Government customers only-Throttled (22GB)	\$39.99
Custom Key Enterprise Unlimited Smartphone w/o Tether	\$39.99
Custom Key Enterprise Unlimited Smartphone w/ Tether	\$44.99
Custom Key Enterprise Unlimited Tablet w/o Tether	\$40.00
Custom Key Enterprise Unlimited Tablet w/ Tether	\$45.00
Custom Key Enterprise Unlimited Plus Tablet	\$55.00
AT&T Mobile Select – Pooled Plan for Feature Phones 100 MB - Subsidized	\$22.99
AT&T Mobile Select – Pooled Plan for Feature Phones 100 MB - Unsubsidized	\$22.99
AT&T Enhanced Push-to-Talk (EPTT Standard)	\$18.99
Enhanced Push-to-Talk Add-On standard and FirstNet	\$2.00

8.1 Waiver of Activation Fees

During the initial term of this Agreement, AT&T will waive the start of service charge (also known as the "Activation Fee") with respect to Customer's eligible CRUs, FirstNet Agency Paid and Subscriber Paid/ IRU activating new Service.

8.2 Waiver of Shipping Fees

During the initial term of this Agreement, AT&T will waive standard shipping fees with respect to Customer's Equipment purchases for CRUs. The shipping carrier used will be at AT&T's sole discretion.

8.3 Waiver of Upgrade Fees

AT&T will waive Upgrade Fees and provide Equipment Discounts to CRUs on Equipment upgrades if that CRU: (a) is currently active on Service; and (b) has been active on Service for the previous twenty-four (24) consecutive months. CRUs are eligible to upgrade a second time if they remain active on service for an additional twenty-four (24) months after the first upgrade. AT&T will only ship Equipment with active Service. No other rebates or promotions apply. Waiver of Equipment Upgrade Fees are not available to IRUs.

9. Growth Incentive

- \$125,000 one-time payment if Sourcewell grows to 5,000 FirstNet subscribers within 12 months (\$25/sub), or
- \$300,000 one-time payment if Sourcewell grows to 10,000 FirstNet subscribers within 12 months (\$30/sub)

ATTACHMENT B

EXAMPLE PARTICIPATING AGREEMENT

EXAMPLE – PARTICIPATING AGREEMENT FOR GOVERNMENT ENTITIES

PARTICIPATION AGREEMENT COVER PAGE

SELLER: AT&T Mobility National Accounts LLC
 CONTRACT NUMBER: _____
 Sourcewell Contract Number: _____
 Participating Entity ID Number: 031924-ATT
 Participating Entity ID Number: _____

Participating Entity Legal Name ("Participating Entity")	D/B/A	Main Telephone Number
Street Address	City	State ZIP Code
Primary Contact Name and Email Address If applicable, Governmental entity of _____	Primary Contact Telephone Number	

Agreement: This Participation Agreement between Participating Entity, on behalf of itself, and AT&T Mobility National Accounts LLC. ("AT&T"), on behalf of itself and its service providing Affiliates, consists of (a) this Participation Agreement Cover Page, (b) the attached Participation Agreement Standard Terms, (c) applicable terms and conditions posted or incorporated by reference on the AT&T Sourcewell Program Website and the relevant Service Publications and (d) all AT&T materials incorporated by reference in the foregoing, including, without limitation those documents referenced in §3 (collectively, the "Participation Agreement").

By signing below, the parties agree to be bound by the terms and conditions of the Participation Agreement, effective as of the last date written below (the "Participation Agreement Effective Date").

[Insert Participating Entity Name]:

By (Authorized Signature): _____

Print Name and Title of Person Signing: _____

Date: _____

AT&T Mobility National Accounts LLC, on behalf of itself and its service providing Affiliates:

By (Authorized Signature): _____

Print Name and Title of Person Signing: _____

Date: _____

PARTICIPATION AGREEMENT STANDARD TERMS

SELLER: AT&T Mobility National Accounts LLC
 CONTRACT _____
 NUMBER: _____
 Sourcewell Contract _____
 Number: 031924-ATT
 Sourcewell Member _____
 ID Number: [Insert Participating Entity ID Number]

1. **Address for Notices.** All notices, requests, demands and other communications to Participating Entity required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 Attention: _____
 Federal Tax ID: _____

2. **Background.**

2.1 AT&T and Sourcewell entered into that certain Master Contract with Sourcewell dated _____, (as now or hereafter amended, restated or otherwise modified, the "Contract") (at times, the Contract and the Participation Agreement referred to collectively as the "Agreement").

2.2 Participating Entity is a governmental agency and a "Sourcewell member" that wants to obtain Service from AT&T in connection with the Contract.

3. **Agreement.** AT&T and Participating Entity hereby agree to the terms and conditions of (i) the Contract; (ii) applicable terms and conditions posted or incorporated by reference on the AT&T Sourcewell Program Website and the relevant Service Publications for the Services that Participating Entity has selected. Access to the Contract is available as of the Participation Agreement Effective Date at <https://www.sourcewell-mn.gov/>. Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement or an attachment thereto, as applicable.

4. **Adoption of Agreement.** Participating Entity acknowledges and agrees that it is participating pursuant to the Agreement.

5. **Service.** AT&T agrees to provide Service to Participating Entity pursuant to the terms and conditions of the Agreement. By signing this Participation Agreement, Participating Entity acknowledges and agrees that it is liable for all charges incurred hereunder by Participating Entity.

6. **Representations and Warranties.** Participating Entity hereby represents and warrants that (i) it is a member in good standing of Sourcewell and will provide AT&T with verification of such membership upon reasonable request, and/or (ii) it is a governmental agency and will provide AT&T with verification of such status upon reasonable request.

7. **Term.** The term of this Participation Agreement will run concurrently with the term of the Contract unless a different term is expressly specified in an exhibit or attachment to this Participation Agreement. In the event the Contract is terminated prior to its expiration, the term of this Participation Agreement shall continue through the term, if any, identified in such exhibit or attachment to this Participation Agreement. Any Services identified on the AT&T Sourcewell Program Website which, by their terms, are to exist for a specific period of time, will survive any termination or expiration of this Participation Agreement for such period(s).

8. **Default and Termination of Participation Agreement.** Participating Entity agrees that it will be an event of default hereunder if Participating Entity is no longer a Participating Entity under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement. See the Contract for applicable Participation Agreement termination provisions.

- 9. Financial Responsibility.** Participating Entity must pay for all charges incurred under this Participation Agreement, provided that individual responsibility users (IRUs) and individuals receiving service under “subscriber paid” plans shall be individually responsible for all such charges incurred.
- 10. Good Faith Cooperation.** With respect to all marketing responsibilities set forth herein, Participating Entity and AT&T agree to cooperate in good faith to assist AT&T in achieving its Service marketing goals, including but not limited to making Participating Entity’s employees aware of the available discounts offered under this Participation Agreement.
- 11. Resale and Other Prohibited Uses.** Participating Entity is not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine-to-machine transmissions.
- 12. Consent to Disclosure.** Participating Entity consents to the disclosure by AT&T to Sourcewell of information regarding Participating Entity’s involvement and Equipment and Services under this Participation Agreement, the amount of revenue received by AT&T as a result of Participating Entity’s participation under the Agreement, and such similar information arising in connection with the Agreement.
- 13. Equipment Payment Options.** AT&T offers installment payment options for certain Equipment that require its customers to execute a corresponding installment payment agreement. In the event Participating Entity opts to use one of these installment payment options, then: (a) Participating Entity will be required to execute such an installment payment agreement; and (b) Participating Entity represents, acknowledges and agrees that its participation in the installment payment option: (i) does not violate any applicable procurement rules in effect as of the Participation Agreement Effective Date; (ii) will not disqualify AT&T from any future procurements with Participating Entity; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the installment payment agreement.

[NO FURTHER TEXT ON THIS PAGE]

EXAMPLE - PARTICIPATION AGREEMENT FOR NON-GOVERNMENT ENTITIES

PARTICIPATION AGREEMENT COVER PAGE

SELLER: AT&T Mobility National Accounts LLC
 CONTRACT NUMBER: _____
 Sourcewell Contract Number: 031924-ATT
 Sourcewell Participating Entity ID Number: **{Insert Participating Entity ID Number}**

Participating Entity Legal Name ("Participating Entity")	D/B/A	Main Telephone Number
Street Address	City	State
Primary Contact Name and Email Address	Primary Contact Telephone Number	
If applicable, Governmental entity of _____		

Agreement: This Participation Agreement between Participating Entity, on behalf of itself, and AT&T Mobility National Accounts LLC. ("AT&T"), on behalf of itself and its service providing Affiliates, consists of (a) this Participation Agreement Cover Page, (b) the attached Participation Agreement Standard Terms, (c) applicable terms and conditions posted or incorporated by reference on the AT&T Sourcewell Program Website and the relevant Service Publications and (d) all AT&T materials incorporated by reference in the foregoing, including, without limitation those documents referenced in §3 (collectively, the "Participation Agreement").

By signing below, the parties agree to be bound by the terms and conditions of the Participation Agreement, effective as of the last date written below (the "Participation Agreement Effective Date").

{Insert Participating Entity Name}:

By (Authorized Signature): _____

Print Name and Title of Person Signing: _____

Date: _____

AT&T Mobility National Accounts LLC, on behalf of itself and its service providing Affiliates:

By (Authorized Signature): _____

Print Name and Title of Person Signing: _____

Date: _____

PARTICIPATION AGREEMENT STANDARD TERMS

SELLER: AT&T Mobility National Accounts LLC
 CONTRACT _____
 NUMBER: _____
 Sourcewell Contract _____
 Number: 031924-ATT
 Sourcewell _____
 Participating Entity ID _____
 Number: [Insert Participating Entity ID Number]

1. **Address for Notices.** All notices, requests, demands and other communications to Participating Entity required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 Attention: _____
 Federal Tax ID: _____

2. **Background.**

2.1 AT&T and Sourcewell entered into that certain Master Contract with Sourcewell dated _____, (as now or hereafter amended, restated or otherwise modified, the “Contract”) (at times, the Contract and the Participation Agreement referred to collectively as the “Agreement”).

2.2 Participating Entity is a non-governmental entity and a “Sourcewell Member” that wants to obtain Service from AT&T in connection with the Contract.

3. **Agreement.** AT&T and Participating Entity hereby agree to the terms and conditions of (i) the Contract; (ii) applicable terms and conditions posted or incorporated by reference on the AT&T Sourcewell Program Website and the relevant Service Publications for the Services that Participating Entity has selected. Access to the Contract is available as of the Participation Agreement Effective Date at <https://www.sourcewell-mn.gov/>. Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement or an attachment thereto, as applicable.

4. **Adoption of Agreement.** Participating Entity acknowledges and agrees that it is participating pursuant to the Agreement.

5. **Service.** AT&T agrees to provide Service to Participating Entity pursuant to the terms and conditions of the Agreement. By signing this Participation Agreement, Participating Entity acknowledges and agrees that it is liable for all charges incurred hereunder by Participating Entity.

6. **Representations and Warranties.** Participating Entity hereby represents and warrants that (i) it is a member in good standing of Sourcewell and will provide AT&T with verification of such membership upon reasonable request, and/or (ii) it is a governmental agency and will provide AT&T with verification of such status upon reasonable request.

7. **Term.** The term of this Participation Agreement will run concurrently with the term of the Contract unless a different term is expressly specified in an exhibit or attachment to this Participation Agreement. In the event the Contract is terminated prior to its expiration, the term of this Participation Agreement shall continue through the term, if any, identified in such exhibit or attachment to this Participation Agreement. Any Services identified on the AT&T Sourcewell Program Website which, by their terms, are to exist for a specific period of time, will survive any termination or expiration of this Participation Agreement for such period(s).

8. **Default and Termination of Participation Agreement.** Participating Entity agrees that it will be an event of default hereunder if Participating Entity is no longer a Participating Entity under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement. See the Contract for applicable Participation Agreement termination provisions.

- 9. Financial Responsibility.** Participating Entity must pay for all charges incurred under this Participation Agreement, provided that individual responsibility users (IRUs) and individuals receiving service under “subscriber paid” plans shall be individually responsible for all such charges incurred.
- 10. Good Faith Cooperation.** With respect to all marketing responsibilities set forth herein, Participating Entity and AT&T agree to cooperate in good faith to assist AT&T in achieving its Service marketing goals, including but not limited to making Participating Entity’s employees aware of the available discounts offered under this Participation Agreement.
- 11. Resale and Other Prohibited Uses.** Participating Entity is not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.
- 12. Consent to Disclosure.** Participating Entity consents to the disclosure by AT&T to Sourcewell of information regarding Participating Entity’s involvement and Equipment and Services under this Participation Agreement, the amount of revenue received by AT&T as a result of Participating Entity’s participation under the Agreement, and such similar information arising in connection with the Agreement.
- 13. Equipment Payment Options.** AT&T offers installment payment options for certain Equipment that require its customers to execute a corresponding installment payment agreement. In the event Participating Entity opts to use one of these installment payment options then: (a) Participating Entity will be required to execute such an installment payment agreement; and (b) Participating Entity represents, acknowledges and agrees that its participation in the installment payment option: (i) does not violate any applicable procurement rules in effect as of the Participation Agreement Effective Date; (ii) will not disqualify AT&T from any future procurements with Participating Entity; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the installment payment agreement.

[NO FURTHER TEXT ON THIS PAGE]

RFP 031924 - Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories

Vendor Details

Company Name: AT&T
Does your company conduct business under any other name? If yes, please state: AT&T Mobility
Address: 208 S Akard St
Dallas, TX 75206
Contact: Susan Margheim
Email: ss3725@att.com
Phone: 972-816-6562
HST#:

Submission Details

Created On: Tuesday January 16, 2024 08:42:50
Submitted On: Friday March 15, 2024 14:20:01
Submitted By: Susan Margheim
Email: ss3725@att.com
Transaction #: ad5d3e87-2dad-4f23-aedd-42e58c2dec13
Submitter's IP Address: 144.160.112.206

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	AT&T Mobility, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	AT&T Mobility, LLC is a subsidiary of AT&T Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	For the purposes of this RFP, AT&T operates under the AT&T Mobility subsidiary.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	AT&T CAGE code is #0N0N6 and AT&T's Unique Entity Number ID is #H912JYR6CFM9.
5	Proposer Physical Address:	1025 Lenox Park Blvd. NE, Room A325, Atlanta, GA 30319.
6	Proposer website address (or addresses):	AT&T's company website is www.att.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Susan Margheim Lead Market Development 208 S Akard St Dallas, TX 75202 Phone: +1 972-816-6562 susan.margheim@att.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Susan Margheim Lead Market Development 208 S Akard St Dallas, TX 75202 Phone: +1 972-816-6562 susan.margheim@att.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Paula Brunson 208 S Akard St Dallas, TX 75202 Phone: +1-940-368-5700 pjbrunson@att.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>History In 1876, Alexander Graham Bell invented the telephone. That was the foundation of the company that would become AT&T — a brand that has become synonymous with the best, most reliable telephone service in the world. In 1984, through an agreement between the former AT&T and the U.S. Department of Justice, AT&T agreed to divest itself of its local telephone operations but retain its long distance, R&D, and manufacturing arms. From this arrangement, SBC Communications Inc. (formerly known as Southwestern Bell Corp.) was born. Twelve years later, the Telecommunications Act of 1996 triggered dramatic changes in the competitive landscape. SBC Communications Inc. established itself as a global communications provider by acquiring Pacific Telesis Group (1997), Southern New England Telecommunications (1998) and Ameritech Corp. (1999). In 2005, SBC Communications Inc. acquired AT&T Corp., creating the new AT&T. With the acquisition of BellSouth in 2006, and the consolidated ownership of Cingular Wireless and YP.com, AT&T is positioned to lead our industry in one of its most significant transformations since the invention of the telephone more than 147 years ago. AT&T has been involved in providing mobility services for more than 30 years. In 1992, AT&T purchased 33% of McCaw Cell, a company that started in 1982. In 1994, the companies merged, creating AT&T Wireless Group, to become the largest cellular carrier at that time. In 2000, AT&T Wireless became a separately traded entity. AT&T continued to expand its presence in the wireless industry through additional mergers and acquisitions. In 2004, Cingular Wireless, a company that grew from a conglomeration of 12 smaller wireless providers, some with roots back to the 1970s, acquired AT&T Wireless. In 2007, AT&T completed a merger with BellSouth and acquired its stake in Cingular Wireless. The service was rebranded later that year and operates today as AT&T Mobility.</p> <p>Core values AT&T's core values include:</p> <ul style="list-style-type: none"> • Live True: Do the right thing, no compromise. This underpins all our other values, and it begins with how we treat our customers and each other. None of us is perfect. But when we make a mistake, we have the character and courage to make it right and learn from it. • Think Big: Innovate and get there first. AT&T is where people come to invent the future. That's been our legacy since the very beginning. In everything we do, we aim to set the pace for everyone else. • Pursue Excellence: In everything, every time. We work tirelessly to make sure that everything we deliver represents our very best. We may not be perfect, but we always learn from our experiences and constantly improve. • Be there: When customers & colleagues need you most. Whether it's restoring service during a natural disaster or helping a community recover from hardship, that is when we're at our best. • Stand for equality: Speak with your actions. Whatever a person's race, ethnicity, gender, sexual orientation, religion, physical ability, or other characteristic, we respect and value them. We know that building a greater understanding of our differences makes us stronger. • Make a difference: Impact your world. This defines who we are, both as a company and as individuals. We can each make a difference in our communities and for the people around us. <p>Full details on AT&T's core values can be found at: https://about.att.com/pages/values</p> <p>Industry Longevity AT&T has been in business for more than 147 years.</p>
11	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, AT&T will partner with Sourcewell and leverage the expertise in the Government, Education and Public Safety sectors to provide an enhanced quality of service for both Sourcewell's membership and AT&T's customers. AT&T's expectation is to continue our strategic partnership with Sourcewell through successful contract promotion from both parties.</p>
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>For AT&T's financial statement, please refer to the below link which depicts the financial strength and stability: https://investors.att.com/financial-reports/quarterly-earnings/2024</p> <p>At the time of this response, the 2023 Annual report is not available, for that reason, we have included our 2022 Annual report for reference. Please see Attachment I_ATT 2022 Annual Report.</p>

13	What is your US market share for the solutions that you are proposing?	<p>AT&T is one of the largest communication and technology companies in the world, and we provide services in virtually every country and territory in the world. Our goal is to be the premier integrated communications company in the world. However, AT&T's U.S. and international market shares for the products and services we are proposing are proprietary information, so we are unable to supply the data. Details about AT&T's corporate and financial performance are available at our investor relations website: https://investors.att.com/investor-profile</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>For the purposes of this RFP response, AT&T Mobility, LLC is responding for US based customers only. AT&T Mobility, LLC does not operate in Canada and is unavailable to provide market share information.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, AT&T has not petitioned for bankruptcy protection.</p>	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>AT&T Mobility, LLC would be best described as a Service provider. AT&T employs a dedicated team of sales professionals, product managers, and industry solutions specialists which focus on solving the needs of our clients in the education and government space to provide a world-class customer experience.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>AT&T and its employees hold many licenses and accreditations from industry-standard bodies. For example, we measure our performance standards through:</p> <ul style="list-style-type: none"> • The Capability Maturity Model Integration (CMMI) • International Organization for Standardization (ISO), ANSI, ASME, SASE, ETSI and other applicable standards • Application of the Information Technology Infrastructure Library (ITIL) <p>Our internal Quality Management System (QMS) includes the following programs:</p> <ul style="list-style-type: none"> • Our internal Quality Management System (QMS) includes the ISO 9001:2015 • ISO 27001 • ISO 22301 (PSPREP) • ISO 14001 (Our Environmental Health and Safety program is based on this standard; however, we do not certify to it) • Management System and Operating Control (MSOC)—an AT&T-patented methodology to optimize organizational performance <p>Additionally, our staff includes experts in various technical disciplines such as:</p> <ul style="list-style-type: none"> • Microsoft Certified System Engineers (MCSE) • Cisco Certified Internetwork Experts (CCIE) • Checkpoint Certified Security Engineers (CCSE) • Oracle Masters • Project Management Professionals (PMP) • Internet Technical Information Library (ITIL) • Six Sigma <p>As a company, AT&T effectively weaves these recognitions and standards into our business processes, and we ensure our employees get the training and certifications they need to work effectively.</p>	*

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	<p>AT&T is not listed on a government debarment list. We are unaware of a disqualification or debarment that would negatively affect our ability to provide your products and services.</p> <p>As a large company with an international presence and significant contractual relationships, we serve millions of customers around the globe. In the normal course of business, companies of our size and scope are often involved in legal proceedings, which are public record. Our Securities and Exchange Commission (SEC) 10-Q filings address pending litigation—in the Other Business Matters section—and are available on our Investors website at the following link: https://investors.att.com/financial-reports/sec-filings</p> <p>AT&T is a well-capitalized company with assets that exceed outstanding claims or lawsuits. Therefore, it is highly unlikely that any lawsuit—including claims involving breach of material or service—would affect our ability to fulfill our requirements under any contract.</p>
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>AT&T has received numerous Industry Recognition Awards within the past 5 years. We have included the past 5 years of Industry Recognition relevant to this proposal and the proposed products and services.</p> <p>Industry Recognition 2024</p> <ul style="list-style-type: none"> FirstNet Authority, AT&T Invest 10-year \$8B in Public Safety Network The FirstNet® Authority and its network partner, AT&T are announcing a major investment in the future of public safety communications. The FirstNet Authority's 10-year, \$8 billion(1) investment initiative will evolve and expand FirstNet® — America's public safety network. The FirstNet Authority plans to invest \$6.3 billion through its network contract with AT&T and anticipates an additional \$2 billion for ongoing investments in coverage enhancements for public safety, which is currently under discussion by the parties. These strategic investments will expand and evolve FirstNet so public safety stays at the forefront of innovative, lifesaving technologies. (1) Figure based upon ongoing sustainability payments. <p>Full report: https://www.firstnet.com/community/news/att-10-year-investment-transform-public-safety-broadband-network.html?LinkID=readArticle</p> <ul style="list-style-type: none"> AT&T ranks #1 in the Telecom industry as the world's most admired company by Fortune Magazine 2024. We are honored to be ranked by Fortune as one of the World's Most Admired Companies™ and #1 in telecom. We led the industry in 8 of 9 key performance attributes per Fortune's ranking criteria. This recognition speaks to our team's dedication, expertise, and hard work to connect more people in more places to greater possibility, providing increased value and an exceptional customer experience. More information: https://sustainability.att.com/esg-accolades AT&T is ranked #1 in Network Quality in the North Central and Mid-Atlantic regions by J.D. Power. AT&T ranked highest for Wireless Network Quality in the North Central and Mid-Atlantic regions by J.D. Power. Results are determined by measuring Network Performance Issues. Network Performance Issues are measured as problems per 100 network connections, with a lower score reflecting fewer problems and higher network quality. Full report: https://www.jdpower.com/business/press-releases/2024-us-wireless-network-quality-performance-study-volume-1 <p>Industry Recognition 2023</p> <ul style="list-style-type: none"> In 2023, AT&T was recognized by Comparably through several of their Best Places to Work Awards, which rank 100 top companies based on anonymous employee feedback. AT&T won 13 awards in 2023. In 2023, AT&T won for Best Company for Diversity 2023, Best Company for Women 2023, Best Company Culture 2023, Best CEOs 2023, Best Company Compensation, Happiest Employees, Best Company Perks & Benefits, Best CEOs for Women 2023, Best CEOs for Diversity 2023, Best Career Growth 2023, Best Leadership Teams 2023, Best Company Outlook 2023 and Best HR Teams 2023. Based on 15,235 ratings and 526 participants, employees at AT&T are very satisfied with their work experience. The overall culture score,

83/100 or A+, incorporates employee ratings based on their feedback on the Compensation, Team, CEO Rating and more.

Full story: <https://www.comparably.com/companies/att/awards/2023>

- The First Responder Network Authority Board Chair, Chief Richard Carrizzo, confirmed and validated the successful completion of the initial 5-year buildout of FirstNet®, America's public safety broadband network. The journey to this moment has been remarkable — it started with the development of custom FirstNet state plans for all 50 states, the District of Columbia, and the 5 U.S. territories. Ultimately, all 56 states and territories decided to opt into FirstNet, kicking off AT&T's nationwide buildout of public safety's network in 2018, which was contractually required to be completed by March 30, 2023. Since then, the FirstNet Authority reviewed and verified all aspects of the build commitments culminating with a final validation in December. Full report: <https://about.att.com/blogs/2023/firstnet-network-validation.html>

- For the third consecutive year, AT&T* ranks number one in customer satisfaction for business wireless service delivered to large enterprise customers, announced today in the J.D. Power 2023 U.S. Business Wireless Satisfaction Study¹.

Full story: <https://about.att.com/story/2023/jdpower-business-wireless.html>

*About AT&T

We help more than 100 million U.S. families, friends and neighbors, plus nearly 2.5 million businesses, connect to greater possibility. From the first phone call 140+ years ago to our 5G wireless and multi-gig internet offerings today, we @ATT innovate to improve lives. For more information about AT&T Inc. (NYSE:T), please visit us at about.att.com. Investors can learn more at investors.att.com.

1 AT&T received the highest score in the large enterprise segment of the J.D. Power 2021-2023 U.S. Business Wireless Satisfaction Studies, which measures business customers' satisfaction with their wireless provider. Visit jdpower.com/awards for more details.

Industry Recognition 2022

- AT&T Named to Bloomberg Gender Equality Index for Third Year
AT&T has been recognized as a leader in gender and LGBTQ+ equality by Bloomberg and the Human Rights Campaign, respectively. Full report: <https://about.att.com/story/2023/jdpower-business-wireless.html>

- Ethisphere announces AT&T as one of the 2022 world's most ethical companies for the 3rd consecutive year. Recognition honors companies demonstrating exceptional leadership and a commitment to business integrity through best-in-class ethics, compliance, and governance practices. Full report: <https://about.att.com/story/2022/ethisphere-most-ethical-companies.html>

- AT&T Inc.* (NYSE:T) was ranked #18 overall on the JUST 100 rankings, the fifth straight year on the top 100 list published by JUST Capital and CNBC. The JUST 100 recognizes top-performing companies across all industries based on their performance in priority areas — employees, customers, communities, the environment, and shareholders — as identified by a comprehensive survey of the public. The ranking recognizes the hard work and investments that AT&T, their dedicated team members, and partners have made toward the betterment of our communities, customers' lives, and the environment. It also recognizes the commitment as a company to treat our people fairly and provide them with good wages and benefits and a safe and respectful working environment. AT&T was ranked #1 in the telecom industry in the priority areas of communities, customers, and shareholders & governance. Full report: <https://about.att.com/story/2022/just-100.html>

*About AT&T Inc. (NYSE:T) is a diversified, global leader in telecommunications, media and entertainment, and technology. AT&T Communications provides more than 100 million U.S. consumers with communications and entertainment experiences across mobile and broadband. Plus, it serves high-speed, highly secure connectivity and smart solutions to nearly 3 million business customers. WarnerMedia is a leading media and entertainment company that creates and distributes premium and popular content to global audiences through its consumer brands, including HBO, HBO Max, Warner Bros., TNT, TBS, truTV, CNN, DC Entertainment, New Line, Cartoon Network, Adult Swim and Turner Classic Movies. AT&T Latin America provides wireless services to consumers and businesses in Mexico. AT&T products and services are provided or offered by subsidiaries and affiliates of AT&T Inc. under the AT&T brand and not by AT&T Inc. Additional information is available at about.att.com.

- AT&T ranks highest in wireless network quality in the recent study, with the lowest reported issues per 100 connections¹ for data quality in the Southwest region. This region includes Texas, Arkansas, Kansas, Missouri, and Oklahoma. The J.D. Power 2022 U.S. Wireless Network Quality Performance Study – Vol. 1 was

		<p>based on the responses from wireless customers that had used their devices within a 48-hour timeframe. Full story: https://about.att.com/story/2022/jd-power-wireless-network-quality-in-southwest.html 1 The PP100 network connections are a weighted average of customer-reported problems experienced with calling, messaging and data</p> <p>Industry Recognition 2021</p> <ul style="list-style-type: none"> In 2021, FirstNet Built with AT&T received the 2021 United States Public Safety Solutions Company of the Year Award from Frost and Sullivan. As part of its Best Practices awards program, Frost and Sullivan recognized AT&T as being “at the forefront for providing industry-leading public safety solutions that modernize public safety communications and transform emergency reporting and response.” In a report accompanying the award, Frost and Sullivan concluded that, “By leveraging proven experience and technological know-how in developing innovative public safety solutions, AT&T outpaces its competitors and maintains a distinguished reputation among customers.” You can view the full report at the following link: https://www.firstnet.com/content/dam/firstnet/white-papers/firstnet-att-frost-sullivan-company-of-the-year-award-2021.pdf For the seventh consecutive year, AT&T has been recognized as a “Best Place to Work for Disability Inclusion,” earning a 100% top score on the Disability Equality Index® (DEI) – a joint initiative of the American Association of People with Disabilities (AAPD) and Disability. The honor acknowledges AT&T’s consistent and dedicated record of supporting employees with disabilities. In 2018, AT&T launched a formal Accessibility and Inclusion program, made up of a cross-functional group of leaders across the business focused on improving the work experience for employees with disabilities. Full report: https://about.att.com/newsroom/2021/disability_equality_index.html AT&T Wins Most Reliable 5G Network and Highest 5G Availability. According to the latest 5G findings from Global Wireless Solutions (GWS), AT&T was awarded the top spot in key categories, including 5G network reliability and availability. And the 5G feeling is real. GWS conducted 8 million controlled tests on 5G network performance across all 50 states to get results. Full report: https://about.att.com/story/2021/gws_5g_network.html <p>Industry Recognition 2020</p> <ul style="list-style-type: none"> FirstNet, Built with AT&T received the Frost & Sullivan Public Safety Company of the Year award. This award, announced by Frost & Sullivan on January 26, 2021, named AT&T the Public Safety Company of the Year for the third consecutive year. An accompanying report recognizes AT&T for driving visionary innovation in public safety by introducing smart solutions that cater to the evolving demands of first responders. You can read the full report here: https://www.firstnet.com/content/dam/firstnet/white-papers/firstnet-att-frost-sullivan-public-safety-award.pdf <p>Industry Recognition 2019</p> <ul style="list-style-type: none"> AT&T received the Frost & Sullivan- United States Public Safety Solutions Company of the Year Award. You can read the full report here: www.firstnet.com/content/dam/firstnet/white-papers/att-public-safety-solutions-award.pdf
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>AT&T’s percentage of sales to the governmental sector for the products and services we are proposing are proprietary information, so we are unable to supply the data. However, AT&T revenues for the last 3 years are provided below. In the last 3 years, the annual amount of AT&T wireless sales revenue reported consolidated revenues as follows:</p> <ul style="list-style-type: none"> 2023: \$22.4 Billion 2022: \$21.5 Billion 2021: \$21.1 Billion <p>To illustrate our financial strengths, we have included copies of our financial reports at AT&T’s Investors website under Quarterly Earning and SEC Filings at: https://investors.att.com/financial-reports/quarterly-earnings/2024</p>

21	What percentage of your sales are to the education sector in the past three years	<p>AT&T's percentage of sales to the governmental sector for the products and services we are proposing are proprietary information, so we are unable to supply the data. However, AT&T revenues for the last 3 years are provided below.</p> <p>In the last 3 years, the annual amount of AT&T wireless sales revenue reported consolidated revenues as follows:</p> <ul style="list-style-type: none"> 2023: \$22.4 Billion 2022: \$21.5 Billion 2021: \$21.1 Billion <p>To illustrate our financial strengths, we have included copies of our financial reports at AT&T's Investors website under Quarterly Earning and SEC Filings at: https://investors.att.com/financial-reports/quarterly-earnings/2024</p>	*												
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	AT&T has numerous direct state agreements and relationships, of which have been awarded through public solicitation processes. AT&T holds cooperative purchasing contracts with NASPO ValuePoint and NPPGov. Sales volumes for these contracts are proprietary information, so we are unable to supply the required volumes for these contracts.	*												
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>AT&T has 2 current GSA contracts. Then annual sales volumes for the past three years for each contract are listed below.</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Contract #47QTCA19D00MV</th> <th>Contract #GS35F0297K</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$169.4m</td> <td>\$20.8m</td> </tr> <tr> <td>2022</td> <td>\$155.2m</td> <td>\$48.9m</td> </tr> <tr> <td>2021</td> <td>\$85.2m</td> <td>\$90.7m</td> </tr> </tbody> </table>	Year	Contract #47QTCA19D00MV	Contract #GS35F0297K	2023	\$169.4m	\$20.8m	2022	\$155.2m	\$48.9m	2021	\$85.2m	\$90.7m	*
Year	Contract #47QTCA19D00MV	Contract #GS35F0297K													
2023	\$169.4m	\$20.8m													
2022	\$155.2m	\$48.9m													
2021	\$85.2m	\$90.7m													

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Pima County Information Technology Department	Sherry Francis; sherry.francis@pima.gov	520-724-9610
AZ Department of Corrections	Brad Rogers; brogers@azadc.gov	602-309-1179
Parents in Community Action (PICA)	Su Melton; smelton@picaheadstart.org	618-889-3878

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Excluded	Government	Kentucky - KY	Mobility Voice, Data Services, and Turnkey Solutions	Moderate	2023: \$3.1M 2022: \$3.4M 2021: \$3.5M
Excluded	Government	Oklahoma - OK	Mobility Voice, Data Services, and Turnkey Solutions	Moderate	2023: \$3.9M 2022: \$3.8M 2021: \$3.6M
Excluded	Government	Pennsylvania - PA	Mobility Voice, Data Services, and Turnkey Solutions	Moderate	2023: \$4.7M 2022: \$4.1M 2021: \$3.2M
Excluded	Government	Missouri - MO	Mobility Voice, Data Services, and Turnkey Solutions	Medium	2023: \$7M 2022: \$6.1M 2021: \$6M
Excluded	Government	District of Columbia - DC	Mobility Voice, Data Services, and Turnkey Solutions	Large	2023: \$13.2M 2022: \$12.8M 2021: \$11.6M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>AT&T is viewed as an industry leading integrated solutions provider in the Education and Government Sector, offering a wide array of products and services specifically tailored to meet the ever demanding and changing needs of government agencies. AT&T has a dedicated team of sales professionals, product managers, and industry solutions specialists which focus on solving the needs of our clients in the education and government space.</p> <p>Over the past 15+ years, AT&T has developed a robust portfolio of consortium agreements and contracting practices. AT&T uses the master agreement strategy with participation agreements in dealing with all its key consortium partners. This contracting methodology gives the participating agency the flexibility to purchase the products and services desired at the local level with ease in contracting.</p> <p>AT&T has a strong commitment to education and government verticals via our external affairs partnerships, local market initiatives, and participation in industry events which benefit agencies as they navigate the technology challenges they face today and in the future.</p>
27	Dealer network or other distribution methods.	<p>For the purposes of this RFP response, AT&T does not provide Dealer networks. AT&T does offer several distribution methods. Sourcewell Members purchasing under a Corporate Responsible User account may order Service through (i) the AT&T Premier website utilizing approved customer log-in credentials, or (ii) by submitting an email or fax to AT&T with the correct authenticating information (accepted at AT&T's sole discretion). Sourcewell members purchasing under an Individual Responsible User account may order service through the AT&T website and AT&T Retail Stores. All such authenticated and approved purchase orders will result in AT&T placing the requested orders.</p>
28	Service force.	<p>AT&T has a dedicated team of sales professionals, product managers, and industry solutions specialists who focus on solving the needs of our clients.</p> <p>We invest in world-class people, processes, tools, and training and follow high security standards to help protect customers from the risks and challenges that confront businesses today. As a standard business practice, employees are required to comply with AT&T's corporate training policies annually.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>AT&T, as the party contracting with Customer, is responsible for receiving and placing Customer orders, billing, and account issues. AT&T provides flexible ordering solutions tailored to ensure Sourcewells members can order services in a timely and efficient manner. Once approved, Participants can order services directly from an AT&T Account Manager if available, retail store, or online via our self-service Premier website portal.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>AT&T provides product-specific customer service and repair telephone numbers and websites for many of its services which are available for use 24 hours a day, 7 days a week.</p> <p>Key areas of interest are included, but not limited to the following: Business Wireless Support: 800.331.0500 Device Insurance Replacement: 888.562.8662 FirstNet Customer CARE:800.574.7000 Port Activations Center:888.898.7685 Wireless Global Fraud :877.844.5584</p> <p>Our online Premier platform provides:</p> <ul style="list-style-type: none"> • Premier Business Center—an educational center that provides up-to-the-minute information about the latest wireless products, plans, and special offers. • Premier Online Care—a robust suite of features and services to help telecom managers (TCM) and authorized Corporate Responsibility Users (CRU) manage their wireless accounts, run reports, and view and pay bills online. • Premier Online Store—a customized portal for your wireless purchasing and program management activities • Premier eBill—an online support solution for you to efficiently view, analyze, dispute, and pay bills <p>For FirstNet users, AT&T will provide a dedicated AT&T FirstNet life cycle management team. AT&T will provide help desk support 24X7, 365 days per year for Public Safety Entities and their Authorized Users.</p>

<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>AT&T continues to invest billions of dollars to enhance its wireless network, giving us the ability to successfully support customers as well as Sourcewell's participating entities across the United States.</p> <p>Over the past 5 years (2018-2022), AT&T invested more than \$140 Billion primarily in our wireless and wireline networks, including capital investments and acquisitions of wireless spectrum.¹</p> <p>In 2019, AT&T invested more than \$23.7 Billion in its wireless and wireline networks. In 2022, AT&T's gross capital investment exceeded \$19.7 Billion, despite the external challenges of the pandemic and associated economic effects. In 2021, the gross capital investment was \$21.6 Billion. In 2022, the gross capital investment was \$24.3 Billion.</p> <p>Investing in our wireless network continues to be a priority. As of the end of 2Q 2023, we served 229 million wireless subscribers in North America, with more than 207 million in the United States. In fact, AT&T has the largest network in North America² In 2020, our investments enabled us to achieve nationwide 5G, further strengthening our wireless network, which was already recognized as America's most reliable 5G Network³. As of 2Q 2023, the AT&T Nationwide 5G network reaches approximately 290 million people. In addition, AT&T 5G+ using high band is now bringing super-fast speeds and increased connectivity to parts of more than 50 cities and more than 70 venues and airports in the U.S.⁴</p> <p>1 The years ending December 31, 2020, through 2022 present results from continuing operations, and the years ending December 31, 2018, and 2019 include comparable adjustments to remove capital expenditures from discontinued operations.</p> <p>2 Based on comparison of carrier owned & operated networks. No AT&T on-net coverage in select countries, including Canada. Details: https://www.att.com/international/. Destinations covered: att.com/globalcountries.</p> <p>3 Based on nationwide GWS drive test data. GWS conducts paid drive tests for AT&T and uses the data in its analysis. AT&T 5G requires compatible plan and device. 5G not available everywhere. Go to att.com/5Gforyou for details.</p> <p>4 5G+ requires compatible plan and device. High-band 5G+ is available in parts of select stadiums, airports, and venues. Requires a band n260 device. Visit att.com/5Gforyou for details.</p> <p>AT&T is committed to providing the best value and service for Sourcewell entities across the United States. We will work with our local account teams and internal resources to provide opportunities to partner with all eligible Sourcewell entities. Additionally, we will partner internally with Sourcewell to identify areas of opportunity to strengthen our relationship with eligible Sourcewell members. AT&T has dedicated sales professionals available to promote the Sourcewell agreement throughout eligible entities within the United States.</p>
<p>32</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>For the purposes of this RFP response, AT&T Mobility, LLC is responding for US based customers only. AT&T Mobility, LLC does not operate in Canada.</p>
<p>33</p>	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.</p>	<p>For the purposes of this RFP response, AT&T Mobility, LLC is responding for US based coverage only. AT&T Mobility, LLC does not operate in Canada.</p> <p>Service availability is dependent upon Network coverage. AT&T uses several factors to define an AT&T Wireless Network coverage area.</p> <p>We derive coverage area data from a complex algorithm rather than drive testing. The algorithm considers many different variables. The main variables are frequency, tower height, the number and position of antennas, transmission power, terrain, morphology (density of the environment through which the radio frequency RF (Radio Frequency) signal must travel—trees, buildings, and so forth), and distance from the cell site.</p> <p>Like other carriers, we use this data and predictive analysis tools to create the coverage maps we use to design the network and the maps we share with our customers. Generally, we measure signal strength in geographic areas by comparing a signal's decibel-to-power ratio (dBm), in which milliwatts is the power unit. When signal attenuation meets -75 to -98 dBm in a region, it qualifies as a coverage area. Our current coverage map is included (in Sourcewell Response Document-Additional Documents section) which represents AT&T's current network coverage, this map represents the domestic AT&T voice and data network as of end of June 2023. Should Sourcewell members need to identify specific network coverage for a defined area, they are able to check availability for specific addresses or geographic coordinates using the AT&T Coverage Viewer at the following link: https://www.att.com/maps/wireless-coverage.html</p>

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>AT&T has a national presence which allows AT&T to provide national coverage to qualified participating entities. For this solicitation, only eligible US participating entities can procure from the resulting Master Agreement. All non-US participating entities are excluded from utilizing the resulting Master Agreement.</p> <p>AT&T proposes the following eligibility requirements which can be found in Attachment A_Wireless Voice Data Contract Template, section 6.A.</p> <p>A. Membership in Sourcewell is open to public and nonprofit entities; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.</p> <p>The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract, provided that Vendor shall be under no obligation to accept orders or other solicitations for Equipment, Products or Services to be delivered outside the United States or from Members situated or organized outside the United States or its territories. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.</p> <p>Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract, provided that such removal shall not affect the validity or enforceability of any open contracts or orders between such Members and Vendor. In the event a Member is removed from Sourcewell's Membership roster, AT&T will no longer process the Administrative Fee for that Member's CRU usage as defined in Section 9.B (Administrative Fee).</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>AT&T contract requirements are specific to the participating entity. Governmental entities who request to include custom terms and conditions in the Participation Agreement, non-governmental entities, and educational entities who require custom terms, will be required to sign an AT&T Participation Agreement.</p> <p>Hawaii and Alaska do not require a different process.</p> <p>There are restrictions pertaining to the U.S. Territories, as we do not own the network. However, we can offer FirstNet services in the U.S. Territories.</p> <p>Sample attachments have been included in this response.</p> <p>Attachment B.1_Exhibit B_Participation Agreement for Government</p> <p>Attachment B.2_Exhibit B_Participation Agreement for Non-Profit</p> <p>Attachment B.3_Exhibit B_Participation Agreement Public K-12</p> <p>Attachment B.4_Exhibit B_Participation Agreement Private K-12</p>

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>AT&T has a dedicated team of marketing professionals specifically aligned to service the government vertical. These individuals develop content around the wide variety of AT&T solutions and craft the messaging to meet the business needs of the participating entities. Utilizing the power of the AT&T brand, we bring to market messaging via print, electronic and social media outlets to articulate the value of AT&T as an integrated solutions provider.</p> <p>AT&T will work closely with Sourcewell to develop a cohesive marketing strategy for the participating membership to maximize the benefit of Wireless portfolio. Provided AT&T is awarded a contract and completes a Master Agreement with Sourcewell, AT&T will work with Sourcewell to provide co-branded materials as defined in the resulting master agreement. AT&T may provide various sector specific marketing documents.</p> <p>Additionally, AT&T will partner with internal sales teams to educate and train on the Sourcewell agreement to increase contract utilization.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>AT&T dedicated Marketing department focused on driving results for our customers and partners. AT&T employs many different techniques and processes to maximize our marketing opportunities across the US. AT&T is committed to bringing value to Sourcewell's membership and increasing product visibility across the resulting Master Agreement. Upon award and execution of a Sourcewell Master Agreement, AT&T will target opportunities which may incorporate many strategies including social media, digital signage, and other technologies.</p>

38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Contract promotion is extremely important to AT&T to increase contract adoption. AT&T's will work with Sourcewell to include regional, segmented, and national strategies to increase opportunities for AT&T and Sourcewell's membership.</p> <p>Activities include but are not limited to:</p> <ol style="list-style-type: none"> 1. Include AT&T program advertising in distributed campaigns 2. Market with Inside Sales teams to Sourcewell members that currently do not use AT&T for wireless service (FirstNet) 3. Participate in AT&T internal training, when needed 4. Participate in contract reviews and quarterly stewardship meetings with discussions to include joint marketing planning meetings, the date, and times of which shall be mutually agreed upon by both parties. 5. Sourcewell agreement will be included in Seller training, supporting SharePoint for government, education, and non-profit entities 6. Attendance of regional and/or national trade shows, promoting the offers of the Sourcewell agreement, including AT&T attending the annual Sourcewell H20 event.
39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>AT&T products can be ordered via an e-Commerce process. Sourcewell members can order AT&T Wireless services in several ways.</p> <p>Corporate liable customers can utilize AT&T's Premier Portal. The Premier portal is a 24/7 web-based service portal. This portal is the most popular and convenient option to submit and review single or bulk orders. Your account team can request a Premier site for your company and will provide you with a URL, login, and password. The login is located at: wireless.att.com/premiercare/</p> <p>Individual responsibility users can order new services at an AT&T-owned retail store or via the Premier online store. Customers must provide employee identification, such as an employee badge or pay stub or logon credentials, to take advantage of eligible corporate discounts.</p> <p>Additionally, your AT&T account representative can process small, regional orders and help Corporate liable customers access any additional resources that may be needed.</p> <p>For FirstNet built with AT&T, we provide the FirstNet Central online ordering platform. FirstNet Central provides a consolidated portal from which public safety agencies can manage user accounts and devices and manage user priority levels (and adjust them if needed during a catastrophic emergency). In addition, users can monitor the network status in near real-time and manage Push-to-Talk users and IoT devices. FirstNet Central role-based permissions enable the authorized users that you designate to access these online self-serve functions:</p> <ul style="list-style-type: none"> • Network Status—Access local broadband coverage maps and site condition details overlaid with external data • User and Group Management—Using the federated Identity, Credentials, and Access Management (ICAM) tool, setup new users, create groups, add group members, and assign user roles and capabilities • Services and Billing Management—Through a single portal, allows designated administrators to activate new devices and lines of service, set permanent role-based priority levels, change rate plans, add, or delete new services, deactivate services, or manage SIM swaps. Public safety agencies can view wireless reports on device inventory, upgrade eligibility, and rate plan summaries. • Application Management—Push applications to mobile devices, recommend applications for download, and block applications • Push-to-Talk Management—Manage PTT talk groups/channels, create groups, and manage contacts/address books, view maps with PTT user locations, set PTT priority levels, and manage interoperability settings

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>AT&T provides training for traditional wireless services and FirstNet services free of charge through AT&T's instructor lead courses as well as our AT&T video library. https://businessdigital.att.com/trainingregistration/</p> <p>For FirstNet users, we offer a mix of leader-led courses and online self-service options. Your AT&T account team works with you to develop a unique training plan that focuses on the FirstNet solutions you are implementing and addresses your agency's specific needs. We provide a range of programs and resources to help ensure first responder users and Public Safety Endpoint (PSE) administrators understand the FirstNet processes, solutions, and tools. Summary packages are available on the Public Safety Home Page and are included in customer welcome materials.</p> <p>We target your training based on the solutions you adopt and focus it on your specific needs. FirstNet will distribute training information updates to agencies as products and solutions evolve. Agencies can access these updates and training materials at any time, and FirstNet will work with agencies to customize training services for them as needed.</p> <p>In addition to formal training, users and administrators have access to a dedicated a mix of on-demand, online, self-service options, the FirstNet.com website with links to online videos and ecommunities, and events and tradeshow where they can continue to learn. And as FirstNet solutions evolve, we continue to develop training materials to support them.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Compared to other commercial wireless networks, FirstNet, built with AT&T, provides more features and capabilities. FirstNet addresses the specific needs of public safety agencies and first responders, including unique network specifications, product options, and security.</p> <p>FirstNet built with AT&T provides the only physically separate network core in the U.S FirstNet built with AT&T offers first responders and the agencies that support them several advantages, including exclusive access and unique devices and capabilities. These unique capabilities and advantages include:</p> <ul style="list-style-type: none"> • 24/7 prioritized access and preemption capability for voice and data communications and prioritized access on all LTE bands • Access to FirstNet Band 14 spectrum – deployed across the country • Heightened security and encryption of sensitive communication in the network core to help resist cyber threats • A dedicated Security Operations Center (backed by a dynamic, highly trained disaster recovery organization) that provides 24/7 monitoring • 2.97M+ square miles of LTE coverage nationwide (as of 1/24/24). That's 250K+ square miles more than commercial networks. <p>In addition, FirstNet offers:</p> <ul style="list-style-type: none"> • 220+ Apps in the FirstNet App Catalog • Affordable rate plans that enable data communication without throttling • A dedicated fleet of 180+ deployable assets, including Satellite Cells on Light Trucks, Communications Vehicles (CVs), Compact Rapid Deployables (CRDs) and an Aerostat <p>We are currently adding 5G capabilities to the AT&T mobility network. In terms of capacity, AT&T has invested \$27 billion in spectrum over the past five years. And as a result, we have 60 megahertz of deployable spectrum, which includes FirstNet's 20 MHz of prime nationwide spectrum for public safety and secondary use. The promise of mobile 5G is seemingly endless and we are continuing to move quickly to make that promise a reality for more and more clients. Providing 5G over multiple spectrum bands will enable our customers to benefit from the ultra-fast speeds of 5G millimeter wave as well as the broader coverage ranges of 5G sub-6.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>AT&T has set standards and goals outlined to support our green initiatives. Some of the focal points of our initiatives include:</p> <p>Climate Change and Greenhouse Emissions - Climate change poses a direct risk to communities around the planet, as rising greenhouse gas (GHG) emissions result in higher global temperatures and contribute to more extreme heat, droughts, storm systems and rising sea levels. Addressing climate change through mitigation and adaptation will not just manage climate-related risks but will also provide an opportunity to build a more sustainable global economy. AT&T is part of the worldwide effort to accelerate this transition and achieve net zero GHG emissions.</p> <p>In 2020, we committed to reaching carbon neutrality by 2035 across our entire global operations (Scope 1 and 2). In 2021, we set interim targets that were approved by the Science-Based Targets initiative (SBTi) and are outlined in the Our Goals & Progress section of this issue brief. We are scaling our efforts by also implementing emissions-reducing solutions and have a goal to deliver connectivity solutions that enable business customers to reduce a gigaton (1 billion metric tons) of GHG emissions between 2018 and 2035.</p> <p>To strengthen the resilience of our communities and company against the impacts of climate change, we are also assessing and managing our climate-related risks and empowering others to do the same.</p> <p>Energy Management - Effective energy management is a critical factor in limiting the impacts of climate change and strengthening the resilience of communities. Energy management practices also directly impact the reliability of service to our customers. AT&T's approach to energy management is constantly evolving as we explore new energy efficiency strategies</p>

and incorporate renewable energy into our portfolio. Our effort focuses on 3 elements—growing our supply of renewable energy; optimizing systems based on consumer demand and regulatory requirements; and incorporating energy-efficient systems, products, methods, and practices into building infrastructure.

AT&T has committed to becoming carbon neutral across our entire global operations by 2035. The company will achieve net zero Scope 1 and 2 (Scope 1 emissions include direct emissions from sources owned or controlled by the company, such as the fleet). Scope 2 emissions include indirect emissions that result from the generation of purchased energy. Note that data is rounded. Emissions by scaling our renewable energy use, accelerating network optimization and energy efficiency projects, and transitioning our fleet to electric vehicles.

Environmental Health and Safety Compliance - Being part of a community means taking care of each other and our environment. For AT&T, this means we are committed to complying with all applicable environment, health, and safety (EHS) laws and regulations pertaining to our operations and the geographies where we work. It also means developing and maintaining the right systems to protect our environment and our employees. Everyone at AT&T has a role to play in protecting our environment and upholding safety standards. From our part-time workers to our CEO, employees are responsible for reviewing the AT&T Code of Business Conduct (COBC) annually and understanding its provisions. EHS considerations, such as minimizing and recycling waste, are integrated into our business processes to conserve natural resources and prevent pollution. We also encourage our suppliers and contractors to integrate EHS considerations into their processes through our contract language and our requirement to adhere to the AT&T Principles of Conduct for Suppliers.

In 2022, AT&T's EHS strategy focused on improving data management to streamline data collection and boost analysis, and ultimately better safeguard the health and safety of our employees while limiting our environmental impact. This included:

- Optimizing several modules within our Compliance Data Management System to improve data tracking and gain efficiencies through programs and process improvements.
- Establishing an Internal Operating Procedure for conducting focused reviews of specific EHS programs and enhancing the feedback loop with appropriate stakeholders.
- Transitioning EHS training records to a new platform, allowing for better tracking and management of required training based on job function.
- Designing and implementing a new governance process to keep senior leaders at AT&T apprised of EHS performance and compliance status for their respective business units.
- Implementing a new Document Management System to facilitate better tracking of document owners and revisions and archiving of obsolete documents.

Product Life Cycle - With extreme weather events associated with climate change impacting communities across the globe, it is critically important that products are designed with sustainability in mind. To meet the needs of people and the planet, AT&T works closely with suppliers, customers, industry groups and other stakeholders to improve the sustainability of our products and services at each stage of their life cycles. We also strive to help customers make informed purchasing decisions for select products, such as wireless devices. The AT&T Principles of Conduct for Suppliers outline our expectations for suppliers, covering topics such as eliminating wasteful practices, increasing energy efficiency, decreasing total cost of ownership, reducing greenhouse gas (GHG) emissions, using more sustainable packaging, and creating end-of-life recycling alternatives to sending materials to landfills.

In 2022, AT&T took the following actions regarding product life cycle management:

- We engaged with the Cellular Telecommunication & Internet Association (CTIA) working groups to refine the industry standard for used mobile device grading. This initiative aims to promote the extension of product life cycles and reduce waste by building consumer confidence in used and refurbished devices through common tools, technology, and terminology around device use.
- We continued our efforts to recover, refurbish and recycle devices. In 2022, we recovered 14.9 million consumer devices, including more than 13.5 million mobility devices. (all U.S. operations)

The AT&T Eco-Ratings 2.0 system provides environmental and social details about all phone and tablet devices we sell (excluding Apple) so customers can make informed product purchases. When a product is released, its Eco-Rating is available on the product's packaging and online. This system has helped drive innovation as we work with original equipment manufacturers (OEMs) to minimize impacts on the environment and help us gain a holistic view of our device portfolio across its life cycle. We collaborated with BSR, a sustainable business network and consultancy, to create the foundation of this system and develop product evaluation criteria and assessment methods, which include product review and evaluation.

AT&T works with suppliers to develop devices that provide the best performance at the lowest possible energy consumption. Our approach includes Supplier expectations & requirements, mobile device efficiency, and data tracking and assurance. We strive to minimize the impacts of packaging through industry collaboration and by assessing key sustainability metrics such as energy and water use, GHG emissions and packaging waste. This included industry collaboration and recycled materials.

AT&T aims to reduce paper and purchase responsibly sourced paper products wherever possible. We have implemented an enterprise-wide Paper Procurement Policy to reduce, reuse and recycle paper products; continue our role in promoting responsible forest products; and encourage a market that conserves, protects, and restores forests. This policy establishes a goal that 90% of total paper consumption for direct mail and office paper will be Forest Stewardship Council- (FSC) or Sustainable Forestry Initiative (SFI)-certified. We will also continue to consider recycled fiber content (by weight) and reduce paper consumption in billing. In 2022, 97% of the direct mail and office paper we purchased was FSC- or SFI-certified—up from 85% in 2016. We also achieved 6.2% post-consumer waste and recycled content, despite recycled paper supply chain challenges in 2022 (reflecting AT&T Communications and DirecTV 2018-2021 and AT&T Communications in 2022). Paper bills represent a significant opportunity to reduce paper consumption. We promoted online billing, and we reduced the size and weight of paper mail. In 2022, AT&T Communications delivered over 30 million paperless bill statements. In conjunction with other corporate-wide initiatives, we are working to increase the number of customers receiving paperless bills through reminder messaging on printed bills, email communications and pop-ups when customers log in to their online account.

Refurbishing and recycling electronic devices contribute to a circular economy and helps create more affordable product options for consumers. AT&T believes all electronic devices should be reused, refurbished, or recycled. In 2022, we recovered 14.9 million consumer devices—including more than 13.5 million mobility devices (2018-2022 U.S. operations) 1.3 million broadband devices—and we strive to continue increasing device recycling and encouraging customers to participate in our efforts.

Customers can return their old phones during the upgrade process or by taking advantage of our trade-in program, which can earn them rewards to apply toward their bill, a new device, or accessories. If the device does not have a trade-in value, customers can mail in their device for us to recycle. Customers can also have their broadband internet devices refurbished or recycled by having an AT&T technician remove old equipment during an in-home appointment or service call or mailing equipment from UPS or FedEx locations. Our approach for managing recovered devices includes Refurbishment & Material Recovery, Protecting Privacy, Responsible Recycling, and Industry collaboration.

AT&T is committed to managing our internal electronic waste in a responsible manner. Device waste is refurbished, resold, or responsibly recycled with R2-certified vendors, depending on the device's condition. We follow the Restriction of Hazardous Substances Directive and the Waste from Electrical and Electronic Equipment Directive for electronic waste disposal. In 2022, AT&T managed the end-of-life of 14.9 million devices, with more than 13 million devices being refurbished or resold and recycling of more than 1.6 million customer devices.

Waste Management - Material consumption and waste disposal can have serious impacts on our environment, communities, and health. AT&T is committed to reducing, reusing, and recycling waste in our operations and responsibly handling the waste we produce.

In 2022, AT&T's work to reduce and manage waste included:

- We began identifying and contracting with more vendors located closer to our waste streams. This has allowed us to recycle more waste while also reducing the need for transportation to distant recycling facilities.
- To improve data accuracy and compliance in our supply chain, we retrained our mobility and fleet vendors and their supporting vendors to follow AT&T's processes and practices. We also uploaded 13,000 shipping documents from our fleet and mobility vendors into our internal waste tracking system, increasing data availability regarding total waste generated by AT&T. This effort will support more accurate reporting of our waste data in the future and help us better identify waste diversion solutions.
- Our Supply Chain and Asset Recovery (Asset Recovery) group focused on diverting fiber-optic cable and waste—such as contaminated plastic, cardboard and wood deemed unrecyclable—from landfill. Scrap fiber-optic cable can be shredded and milled to become components of roofing materials or burned for resalable steam energy. Our landfill diversion rate was 98.02% in 2022 (data covers the central offices of AT&T's wireline, longlines and DIRECTV business, as well as outside plant and some mobility locations in the contiguous U.S.)

Our operations generate various types of waste, including general solid waste, hazardous and regulated waste, retired network infrastructure and e-waste. Our approach to waste management involves reuse and recycling programs and initiatives to reduce our waste footprint. Several organizations across our operating companies lead our waste recycling and management programs: Real Estate, Environment, Health & Safety, and Supply Chain. Properly managing and reducing waste has significant environmental benefits, such as reduced soil and water pollution, and creates opportunities to recycle or repurpose materials. While we strive to reduce the number of materials going to landfill and are making progress, the financial and unintended environmental impacts associated with recycling can make it challenging. For example, recyclable materials may be located far from a recycling facility, causing the carbon footprint associated with transporting the material to the recycling facility to outweigh the benefit of recycling. Further, we must ensure the accurate separation of materials to avoid contamination, which can result in recycling materials being sent to landfill and fines.

Despite these challenges, we continually work to expand our scope of waste reporting and to reduce the environmental impacts of our waste. In 2022, we began identifying and contracting with more vendors located closer to our waste streams. This has allowed us to

		<p>recycle more materials while also reducing the need for transportation to distant recycling facilities. We also store recycled batteries and e-waste in nearby warehouses until we are able to transport them to a U.S.-based smelter. This allows us to make trips with the maximum capacity and improve trip efficiency. Even as our workforce has increased office occupancy, our solid waste footprint decreased 7.9%; this decrease includes the divestiture of Warner Media and DIRECTV. (AT&T Communications, U.S. operations)</p> <p>2022 highlights regarding solid waste include:</p> <ul style="list-style-type: none"> • Recycling: Our diversion rates with haulers worsened in 2022 by 4.2% (AT&T Communications, U.S. operations) Of that total, 26,085 MT was recycled, resulting in a general solid waste diversion rate of 20.0%. • Optimization: Our declining recycling rate is partially due to better monitoring and management of our waste services. In 2022, we deployed IOT sensors that determined our bins were on average 35% full at pickup. As a result of reducing those services, we saw a negative impact on our recycling percentage. • Improving Data Accuracy: Accurate and timely data is the first step to effectively managing waste. We continued using our internal waste tracking system to track data. To improve data accuracy and compliance in our supply chain, in 2022, we retrained our mobility and fleet vendors and their supporting vendors to follow AT&T's processes and practices. We also uploaded 13,000 shipping documents from our fleet and mobility vendors into our internal waste tracking system, increasing data availability regarding total waste generated by AT&T. This effort will support more accurate reporting of our waste data in the future and help us better identify waste diversion solutions. • Minimizing Plastic Waste: AT&T works to reduce the amount of plastic used in our operations. Where plastic waste is identified in our waste stream, we work with our vendors to recycle plastic responsibly and sustainably. In 2022, plastic waste accounted for 10% of our total solid waste generation. • Diverting Office Furniture: In 2022, we continued our Zero Waste Furniture Program, which aims to divert from landfill 90% or more of AT&T's surplus office furniture—including office desks, tables, file cabinets, chairs, modular panels, and office partitions. Our disposition strategy is to 1) reuse, 2) resell, 3) donate or 4) recycle. In 2022, the program achieved a 95% diversion rate—we recycled 1,203 tons, resold 308 tons and donated 104 tons. • Collaborating With Vendors: All our vendors are required to track and report on waste streams from origin to end of life. Through our efforts, we have diverted 20% of our waste from the landfill. We continue to work with our vendors, other business units and their vendors on new innovations to further drive waste reduction. <p>Hazardous waste has the potential to harm people and the environment if not disposed of responsibly. AT&T's primary hazardous waste includes compressed gas cylinders, aerosol cans, acidic wastes, batteries, contaminated soils, and contaminated liquids. We are committed to responsibly managing these materials. This includes complying with all applicable environment, health and safety laws and regulations. We also promote pollution prevention through strategies like recycling and minimizing the generation of hazardous waste. In 2022, AT&T managed 23 metric tons of regulated waste, which includes hazardous and nonhazardous waste. We recycled 21 metric tons of this waste, and less than 0.05% of hazardous waste was sent to landfill (AT&T Communications, U.S. operations). We improved our reporting capabilities, so our diversion rate more accurately reflects our performance. Our approach to hazardous waste and other regulated waste includes Hazardous Waste Minimization Efforts and Procedures and Tracking.</p> <p>Please refer to the link below for a complete review of AT&T's green initiatives: https://sustainability.att.com/priority-topics#Environmental</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>AT&T uses its Eco-Rating 2.0 system to evaluate the environmental impact of its mobile devices.</p> <p>The new more comprehensive Eco-Rating 2.0 system provides the following:</p> <ul style="list-style-type: none"> • Scores mobile handset sustainability—We use the Underwriters Laboratories (UL) Environment UL-ISR standard mobile phones performance criteria. The 20 criteria measure five different product attributes, including hazardous substances, environmentally preferable materials, product energy efficiency, end of life/product take back, and environmentally responsible manufacturing. • Requires manufacturers to label AT&T-branded phones. • Communicates sustainability via in-store and online channels—We display the Eco-Rating 2.0 label on product packaging, in-store displays, and our EcoSpace 2.0 website. You can find more details about AT&T EcoSpace 2.0 at https://sustainability.att.com/priority-topics/product-life-cycle

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>At AT&T, the Supplier Diversity program is a proactive one that encourages the use of historically underutilized businesses for corporate contracts and procurement activities. The list of historically underutilized businesses includes those that are owned by</p> <ul style="list-style-type: none"> • Minorities • Women • Veterans • LGBTs • Service-disabled veterans <p>The intent is for diverse businesses to have access to a more equitable share in the business market. AT&T's Supplier Diversity program resides within the Global Supply Chain (GSC) organization and supports our corporate procurement. To meet its certified diverse suppliers' goal, AT&T spends 21.5% of its annual procurement expenditure with diverse businesses. These procurement expenditures break down as follows:</p> <ul style="list-style-type: none"> • 15% Minority Business Enterprise (MBE) • 5% Women Business Enterprise (WBE) • 1.5% Service-Disabled Veteran Business (SDVB) <p>AT&T has been a long-standing leader in supplier diversity by identifying and promoting diverse businesses for contract opportunities.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>FirstNet built with AT&T offers first responders and the agencies that support them several advantages, including exclusive access and unique devices and capabilities.</p> <p>Because FirstNet built with AT&T provides the only physically separate network core in the U.S. that is specifically built for and dedicated to first responders and the agencies that support them, it delivers many unique capabilities and advantages. These include:</p> <ul style="list-style-type: none"> • 24/7 prioritized access and preemption capability for voice and data communications and prioritized access on all LTE bands • Access to FirstNet Band 14 spectrum; spectrum set aside by the Federal government specifically for public safety, deployed across the country • Heightened security and encryption of sensitive communication in the network core to help resist cyber threats • A dedicated Security Operations Center (backed by a dynamic, highly trained disaster recovery organization) that provides 24/7 monitoring • 2.97M+ square miles of LTE coverage nationwide (as of 1/24/24). That's 250K+ square miles more than commercial networks. • Mission Critical Push-to-Talk (MCPTT) solutions to deliver on our promise to modernize public safety communications and continue to evolve to meet mission critical standards <p>In addition, FirstNet offers:</p> <ul style="list-style-type: none"> • 220+ Apps in the FirstNet App Catalog • Affordable rate plans that enable data communication without throttling • A dedicated fleet of 180+ deployable assets, including Satellite Cells on Light Trucks, Communications Vehicles (CVs), Compact Rapid Deployables (CRDs) and an Aerostat • Response Operations Group; 30+ therapy animals • In-Building solutions to address challenges, with a variety of Band 14-enabled and other solutions

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>AT&T does not provide a warranty for the voice and data services offered in this proposal. AT&T will provide warranties as defined in the Master Agreement when applicable.</p> <p>Per the proposed document titled Attachment A_Wireless Voice and Data Contract Template, Section 3.E, Supplier shall pass through to Members any warranties for Equipment and Third-Party Supplier Software available from the manufacturer or licensor. The manufacturer or licensor, and not Supplier, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND EQUIPMENT IS OTHERWISE PROVIDED TO Members ON AN "AS IS" BASIS.</p>

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>AT&T does not provide a warranty for the voice and data services offered in this proposal. AT&T will provide warranties as defined in the Master Agreement when applicable.</p> <p>Per the proposed document titled Attachment A_Wireless Voice and Data Contract Template, Section 3.E, Supplier shall pass through to Members any warranties for Equipment and Third-Party Supplier Software available from the manufacturer or licensor. The manufacturer or licensor, and not Supplier, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND EQUIPMENT IS OTHERWISE PROVIDED TO Members ON AN "AS IS" BASIS.</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>No, AT&T does not provide a warranty for the voice and data services offered in this proposal. AT&T will provide warranties as defined in the Master Agreement when applicable.</p> <p>Per the proposed document titled Attachment A_Wireless Voice and Data Contract Template, Section 3.E, Supplier shall pass through to Members any warranties for Equipment and Third-Party Supplier Software available from the manufacturer or licensor. The manufacturer or licensor, and not Supplier, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND EQUIPMENT IS OTHERWISE PROVIDED TO Members ON AN "AS IS" BASIS.</p>	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>No, AT&T does not provide a warranty for the voice and data services offered in this proposal. AT&T will provide warranties as defined in the Master Agreement when applicable.</p> <p>Per the proposed document titled Attachment A_Wireless Voice and Data Contract Template, Section 3.E, Supplier shall pass through to Members any warranties for Equipment and Third-Party Supplier Software available from the manufacturer or licensor. The manufacturer or licensor, and not Supplier, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND EQUIPMENT IS OTHERWISE PROVIDED TO Members ON AN "AS IS" BASIS.</p>	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>No, AT&T does not provide a warranty for the voice and data services offered in this proposal. AT&T will provide warranties as defined in the Master Agreement when applicable.</p> <p>Per the proposed document titled Attachment A_Wireless Voice and Data Contract Template, Section 3.E, Supplier shall pass through to Members any warranties for Equipment and Third-Party Supplier Software available from the manufacturer or licensor. The manufacturer or licensor, and not Supplier, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND EQUIPMENT IS OTHERWISE PROVIDED TO Members ON AN "AS IS" BASIS.</p>	*
51	What are your proposed exchange and return programs and policies?	<p>At the time of this response, AT&T Corporate Responsible User customers under an active Foundation Account Number may cancel service or return handsets and accessories within 30 days (14 days for tablets) of ship date or in-store purchase for a full refund. AT&T Signature Program (IRU) customers may cancel service or return equipment (handsets, accessories, tablets) within 14 days of ship date or in-store purchase for a full refund. Buyer's Remorse period for cash and carry begins day after purchase versus the third day after the ship date for direct fulfillment offers. A restocking fee may be assessed for the returned equipment. Additional restrictions or actions may apply. A full description of AT&T's return policy is provided at: https://www.att.com/shop/wireless/returnpolicy.html. The policies listed above are subject to change.</p>	*

52	Describe any service contract options for the items included in your proposal.	<p>AT&T provides multiple service contract options for services provided in our proposal.</p> <p>AT&T utilizes NEXT as our primary contract vehicle which allows for Sourcewell members to purchase select Equipment for its CRUs and IRUs under installment plan pricing through (a) the AT&T Next program for smartphone purchases, (b) the Equipment Installment Plan program for qualified Equipment purchases, and (c) any other available installment program for tablets and other qualified Equipment purchases. Additional NEXT information can be found in the AT&T Business Service Guide for AT&T Mobile Services at: https://serviceguidenew.att.com/sg_CustomPreviewer?attachmentId=00P8a00002HWCczEAH and https://www.att.com/esupport/article.html#!/wireless/KM1106686?gsi=rlg6q3.</p> <p>While the two installment options listed are AT&T's primary contracting vehicles, AT&T offers additional CRU contracting options based on customer requirements from Sourcewell members. 2-year (24 month) and 3-year (36 month) contracts, with subsidized equipment available for CRU customers. Sourcewell members may also utilize our BYOD (Bring Your Own Device) option for services, which allows for customers to activate their unlocked, compatible device. Device must be unlocked and support GSM frequencies. Additional BYOD information is available at https://www.att.com/esupport/article.html#!/wireless/KM1018340?gsi=rlasfo.</p>
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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<p>53</p>	<p>Describe any performance standards or guarantees that apply to your services</p>	<p>AT&T does not provide specific performance standards or guarantees for its general Mobile Services; however, FirstNet Built with AT&T offers a network availability commitment instead of a Service Level Agreement (SLA).</p> <p>Mobile service performance may be affected by your proximity to a cell site, the capacity of the cell site, the technology at the cell site, the number of other users connected to the same cell site and the services they are using, the surrounding terrain, use inside a building or a moving vehicle, radio frequency interference, your mobile data plan, the capabilities of your device, applicable network management practices as discussed on this page, and the applications you use. In addition, AT&T has designed its wireless services to provide our customers with a high-quality voice experience during simultaneous voice and data sessions, which may affect data performance, including but not limited to a temporary reduction in speed to minimize the likelihood of dropped calls. In areas not served by AT&T's owned and operated mobile networks, customers may be able to access data via "roaming" on another carrier's network as AT&T has agreements with other wireless carriers. This off-network (or off-net) partner coverage roaming service and service quality is not guaranteed. We may reduce roaming data speeds to 2G or suspend service entirely at any time without notice.</p> <p>FirstNet Built with AT&T - Availability Commitment Our objective and commitment for FirstNet network availability is 99%. FirstNet is the only communications platform specifically designed with and for public safety based on their direct feedback and needs. FirstNet is interoperable across agencies. In addition, we have 180+ dedicated deployable network assets to provide voice, data, location, messaging, and First Priority™ during emergencies or planned events where we anticipate high network demand.</p> <p>These network assets include: Cell on Wheels (COWs), Heavy-duty Satellite Cell on Light Trucks (SatCOLTs), and Flying Cell on Wings (COWs) drones, which are self-contained mobile cell sites, to provide extra cellular capacity to restore communications after a disaster. We use mobile sites to replace the service of a failed permanent cell site and they can be used to supplement the cellular capacity of an area that has increased demand. Satellite COWs and COLTs are used to establish first-in communications when terrestrial connections to the AT&T Network are not immediately available Compact Remote Deployable (CRD) which are on demand Cell towers when and where you need it, ½ mile range with high-speed satellite internet. FirstNet One—an industry-first blimp which Carres LTE based-station equipment as high as 1,500 feet above ground and is designed to provide LTE coverage to more than 100 square miles for weeks at a time, as the tether connects to an ongoing source of power.</p> <p>The FirstNet platform maintains safety, security, and resiliency through its Security Operations Center, 24/7/365.</p> <ul style="list-style-type: none"> • Proactive operational and situational awareness of the FirstNet Evolved Packet Core • Detection and management of security events • Protection against threats and exploitable vulnerabilities • Incident response capability • Works closely with public safety entities and federal agencies for situational awareness • Utilizes historic records to monitor for patterns using complex data mining technology
<p>54</p>	<p>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)</p>	<p>It is our business to make wireless technology work for you—seamlessly—to help you manage your wireless environment efficiently and drive down total cost of ownership (TCO). This is why we have a relentless focus on simplified account management, dedicated customer care, flexible reporting and billing, easy ordering, and fast, accurate provisioning.</p> <p>We have invested more than \$250 million in business-specific systems so we can provide superior customer experience and tailor our processes to Business to Business (B2B) environments. Results of these investments include a single relational database for customer contract management; fully integrated provisioning systems for flow-through order management, and nationally consistent business-specific billing.</p> <p>Our unique business customer care model means you benefit from:</p> <ul style="list-style-type: none"> • A single point of contact for account management who works with you to maintain and develop strategic technology planning throughout your markets • A dedicated business care organization committed to delivering best-in-class national service solutions • Enterprise Voice and Data Help Desks composed of teams of wireless solutions experts with the expertise necessary to support your mobility deployments • Project management and deployment support resources and tools that can scale to the largest data and voice wireless projects

Our online Premier platform provides:

- Premier Business Center—an educational center that provides up-to-the-minute information about the latest wireless products, plans, and special offers
- Premier Online Care—a robust suite of features and services to help telecom managers (TCM) and authorized Corporate Responsibility Users (CRU) manage their wireless accounts, run reports, and view and pay bills online
- Premier Online Store—a customized portal for your wireless purchasing and program management activities
- Premier eBill—an online support solution for you to efficiently view, analyze, dispute, and pay bills

In addition, we offer Enterprise on Demand (EOD)—A Unique Wireless Program for Customers with Very Large Wireless Data Deployments. EOD provides a comprehensive online environment for ordering and real-time activation, online trouble ticket management and reporting—everything you need to manage a large-scale, mission-critical wireless data solution.

Order what you need from our friendly, feature-rich AT&T Premier platform. Go online to drill down on costs and optimize wireless spend across business units. Talk with your dedicated local account manager or data support specialist. Experience what you have come to expect from the leader in wireless business solutions.

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

- Data Accessibility on our Long-Term Evolution (LTE) and 3G networks—the capability of user devices to successfully establish data sessions
- Voice Accessibility on our Long-Term Evolution (LTE) and 3G networks—the ability of users to successfully establish valid voice calls on the first attempt
- Data Retainability on our Long-Term Evolution (LTE) and 3G networks—the capability of user devices to retain a data session without the network deactivating it
- Voice Retainability on our VoLTE and 3G networks—the capability of our network to maintain voice calls until users terminate them

In addition, we measure downlink and uplink throughput on our LTE and High-Speed Packet Access (HSPA) networks as well as HSPA latency. Also, we measure delivery times for voicemail message waiting indicators (MWI) and for text messages that users send via short message service (SMS). To determine our network performance in these areas, we consider several factors, including:

- Voice Accessibility—the ratio of total voice call connections successfully established on AT&T's 3G network over the total number of voice call attempts detected by such network during a month.
- Voice Retainability—the ratio of total successfully established voice calls on AT&T's 3G network that are successfully retained (i.e., are not dropped prematurely) over total number of successfully established voice calls on such network during a month. A voice call is considered successfully retained if the wireless connection is maintained until terminated by either party.
- LTE Data Accessibility—the ratio of total data sessions successfully established on AT&T's LTE network(s) over the total number of data session attempts detected by such network during a month.
- LTE Data Retainability—the ratio of the total successfully established data sessions on AT&T's LTE network that are successfully retained (i.e., are not dropped while sending/receiving data) over the total number of successfully established data sessions on such network during a month. we consider a data session successfully retained if the wireless connection is maintained until user is done sending/receiving the data
- LTE Downlink (DL) and LTE Uplink (UL) Throughput—the harmonic mean data transfer speed measured with LTE capable devices when downloading packet data from or uploading data to an internet accessible server.
- High-Speed Download Packet Access (HSDPA) and High-Speed Upload Packet Access (HSUPA) Throughput—the harmonic mean data transfer speed for downloads of packet data from a public server to HSDPA-capable devices and for uploads of packet data from the devices to the public server
- HSPA Latency—the average round-trip time for packet data to travel from an HSPA-capable device to a public server
- SMS Delivery—the total number of SMS text messages from a mobile device that reach the intended SMS recipient within two minutes as compared to the total number of SMS text message delivery attempts
- Voicemail MWI Delivery—the ratio of total SMS text messages that are successfully transmitted by a wireless device and delivered to the intended SMS recipient within 2 minutes over the total number of SMS text messages delivery attempts.

We measure these service performance and reliability factors within our defined service areas—the operating range of our wireless system—and the areas where we provide roaming via other carrier networks. Occasionally, we add or delete service areas. We advise customers when we do; however, we are unable to guarantee uninterrupted service. Many other factors may influence service availability, such as:

	<ul style="list-style-type: none"> • Transmission limitations due to factors beyond our control • Governmental regulatory action or orders • Natural disasters • Nonpayment of subscriber charges • Blocking of calls to certain number types or certain websites in response to misuse of our wireless network <p>We consider some performance details 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%.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>For AT&T products and services, the standard payment term is net 30. Timeframes other than 30 days require approval of a Non-Standard Payment Terms Request. You can use several methods to pay your bill for wireless services from AT&T.</p> <p>Bill payment methods include the following:</p> <p>AutoPay—Have your monthly bill automatically paid from your checking/savings account or debit/credit card two days prior to your bill due date.</p> <p>Online—Use your checking or savings account or debit/credit card (American Express, Discover, MasterCard, or Visa).</p> <p>By phone—Use *Services, send a text message, enroll in TXT-2-PAY, or log in to the myAT&T application (app) or our mobile site (https://m.att.com/myatt/).</p> <p>In person—Pay at an AT&T store or an authorized payment location.</p> <p>By mail—Mail your payment to the address on your bill.</p> <p>In addition, how you pay your bill does not affect how you receive it—you can either receive a paper bill or enroll in paperless billing.</p>
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>AT&T offers installment payment options for certain Equipment that require its customers to execute a corresponding installment payment agreement.</p> <p>In the event Participant opts to use one of these installment payment options then: (a) Participant will be required to execute such an installment payment agreement; and (b) Participant represents, acknowledges and agrees that its participation in the installment payment option: (i) does not violate any applicable procurement rules in effect as of the Participation Agreement Effective Date; (ii) will not disqualify AT&T from any future procurements with the Participant; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the installment payment agreement.</p> <p>AT&T Equipment Installment Plan for Business (EIP) is a mobile device purchase program that enables Corporate Responsibility Users (CRUs) to purchase mobile devices over 24, 30, or 36 months. EIP works in conjunction with eligible wireless service plans to provide discounts. We base EIP payments on the full retail price of devices, less any required or optional down payment. But rather than a single installment option, EIP offers a choice of two-year, three-year, and 30-month financing plans to reduce monthly payment costs.</p> <p>We also discount the monthly line charge on qualifying voice or data plans when you purchase a device with EIP. So, in addition to interest free financing, you may also save on recurring service plan charges.</p> <p>AT&T Installment Plan with Next UpSM enables you to finance a smartphone purchase over 36 months with 0% interest. An additional monthly fee, which applies until you have upgraded the smartphone or paid the balance in full, enables you to trade in (upgrade) your phone as soon as you pay 50% of the installments (either at 15 months or earlier by prepaying). So, you get the convenience of manageable monthly payments and can keep up with the most current smartphone technology and features.</p> <p>Your eligibility for each program may vary based on your credit history, payment history, payment status, account type, contract status, and other factors. In addition, you can make an optional down payment on your device in order to reduce the monthly installment.</p>

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	AT&T provides an end-to-end solution for sales, implementation, billing, tracking, and reporting. AT&T's proposal includes a Master Agreement, a Participation Agreement, and a Pricing Schedule. The standard process for entities to utilize the awarded agreement may require the use of the included Participation Agreement(s), a standard order or purchase order, and an acknowledgment of service which is defined by the awarded Master Agreement. Transactional documents have been uploaded with the following naming convention. Attachment A_Wireless Voice Data Contract Template (AT&T Master Agreement) Attachment B.1_Exhibit B_AT&T Participation Agreement Government Attachment B.2 _Exhibit B_AT&T Participation Agreement Non-Profit Attachment B.3 _Exhibit B_AT&T Participation Agreement Public K-12 Attachment B.4 _Exhibit B_AT&T Participation Agreement Private K-12 Attachment C _Exhibit A - AT&T Pricing Schedule example	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	At the time of this response, AT&T accepts American Express®, Discover®, Mastercard®, and Visa® branded cards with no additional fee for using them as a means of payment or procurement	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	AT&T has included our price file attachment listed as Attachment D_Sourcwell Price File. Included are two pricing models for Sourcwell. Government and Non-Government Members may receive separate pricing as identified in Sourcwell's Price File. AT&T's pricing model provides a percent-based discount for corporate entities as well as Employee participants on qualified plans. Included are line-item descriptions of the products offered and any applicable discounts provided beyond the standard list rates. AT&T does not utilize SKUs for individual products and will list line items based on product name and product detail. AT&T reserves the right to remove, modify, or add products and plans based on the terms of this solicitation as well as the availability of existing products. Technology advancements and new product creation may result in future product additions and modifications to the portfolio provided to Sourcwell's membership. Should AT&T be awarded, upon contract negotiation, the proposed discounts/ custom rates as shown in Attachment D_Sourcwell Price File, will be memorialized in a Pricing Schedule. See Attachment C_Exhibit A – AT&T Pricing Schedule example)	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	AT&T proposes a blended approach using service discounts as well as plan modifiers. AT&T proposes a service discount for Corporate Responsible Users as well as Individual Responsibility Users. The service discount is only applicable for qualified plans. Corporate Responsibility Users (CRU) will receive a 25% discount off list price and Individual Responsible Users (IRU) will receive a 17% discount off list price. Where applicable, additional Monthly Recurring Charge (MRC) Modifiers may be provided as stated in Attachment D_Sourcwell Price File	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Not Applicable. AT&T does not propose any additional quantity, volume discount, or rebate programs.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not Applicable. AT&T provides end-to-end purchasing and does not offer sourced products, open market items or nonstandard options.	*

63	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>Proposed costs, discounts and charges are listed in Attachment D_Sourcewell Price File and will not change without prior notification to Sourcewell. The rates set forth in this Contract are exclusive of taxes, surcharges, regulatory fees, and other similar charges relating to the provision of the Services. Sourcewell and all Members purchasing Services under this Contract shall be responsible for paying all applicable surcharges, regulatory fees and other similar charges relating to the provision of the Services. Any additional charges not listed will be provided and agreed upon by the customer prior to acceptance and implementation.</p>	*
64	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>At the time of this response, AT&T provides the following options: 2-day standard delivery for equipment is \$0 for Corporate (CRU) and Employee (IRU) with a FAN (Foundation Account Number). 2-day standard delivery is delivered within 3 to 5 business days when delivered by FedEx or UPS. USPS (United States Postal Service) standard delivery is delivered within 7 to 10 business days. Priority Delivery for equipment is \$14.95 for Corporate (CRU) and Employee (IRU) with a FAN. Priority Delivery is delivered within 2 to 4 business days. Store pickup for equipment is also available for select Corporate (CRU) and Employee (IRU) when equipment is ordered via Premier. AT&T reserves the right to change shipping options and fees.</p>	*
65	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>For the purposes of this RFP response, AT&T Mobility, LLC is responding for US based customers only. Canada is excluded under this response. Alaska and Hawaii are offered the same shipping as US based participants. At the time of this response, AT&T provides the following options: 2-day standard delivery for equipment is \$0 for Corporate (CRU) and Employee (IRU) with a FAN (Foundation Account Number). 2-day standard delivery is delivered within 3 to 5 business days when delivered by FedEx or UPS. USPS standard delivery is delivered within 7 to 10 business days. Priority Delivery for equipment is \$14.95 for Corporate (CRU) and Employee (IRU) with a FAN. Priority Delivery is delivered within 2 to 4 business days. Store pickup for equipment is also available for select Corporate (CRU) and Employee (IRU) when equipment is ordered via Premier. AT&T reserves the right to change shipping options and fees.</p>	*

<p>66</p>	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>AT&T may, where agreed by both parties, provide unique non-standard distribution solutions to Sourcewell Members. One option to consider is AT&T's Mobility Deployment Support (MDS) for wireless services facilitates service planning and activation activities for large government and enterprise customers.</p> <p>The MDS team's goal is to provide a rapid and smooth transition to our wireless services. To accomplish this, MDS supports you from your initial planning stages through fulfillment activities and handoff to standard customer support. Our project management practices include deliberate planning, coordination, and aggressive quality control to streamline processes and thereby help create a seamless wireless deployment experience.</p> <p>We implement complex client projects using tested project management methodologies and lessons learned. Our technical knowledge and project management expertise help enable timely and accurate deployment of devices and services. Throughout this process, we proactively and aggressively identify defects in production and processes and take immediate action to resolve them before they impact you.</p> <p>The scope of a standard deployment project includes the following activities:</p> <ul style="list-style-type: none"> • Planning—defining the project plan and schedule and completing a friendly trial (e.g., testing provisioning flows by processing a small batch of orders for “friendly” subscribers who can tolerate a few errors and provide constructive feedback) • Deployment—ordering subscriptions and equipment, activating mobile devices, and fulfilling/shipping devices to the end users and representatives you designate • Auditing—validating orders and activities, providing status reports, and completing quality assurance activities • Closeout—conducting a lessons-learned review and evaluation and then handing off customer support to lifecycle operations and support teams <p>Our MDS teams include project managers who have extensive experience in the wireless services industry. In addition, they hold Project Management Professional (PMP) certifications. A typical project includes the following individuals from AT&T:</p> <ul style="list-style-type: none"> • Mobility Deployment Support (MDS) Manager—As the overall project team lead, the MDS Manager coordinates the schedule, communication, and action items and is your single point of contact for all project activities. In this role, the MDS Manager designs a provisioning solution to meet your requirements, manages the flow of orders through the process, and helps ensure that orders are clear and complete. • Solutions Engineer (SE)—The SE is a technical designer responsible for developing complex wireless solutions. • Mobility Service Manager (MSM)—An experienced mobility service specialist, the MSM is responsible for oversight of contract implementation tasks, service delivery, service assurance, and customer satisfaction. <p>During your project, your designated AT&T MDS Manager leads the MDS team to</p> <ul style="list-style-type: none"> • Conduct a formal project kick-off meeting and review the contract and associated services • Provide a project timeline draft for your review and agreement • Participate in project planning meetings and provide weekly status updates as required. • Develop, manage, track, and coordinate project schedules, change control processes, and ensure the readiness of each facility to receive services • Develop and maintain any contact list and communication plan as well as track and monitor prioritized action items and the issues list • Implement mutually agreed-on processes to internally manage schedules inherent to the services provided (i.e., scheduling of installation dates) • Help you establish a direct relationship with a third party to recover the remaining value on legacy wireless and mobile devices
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	d. other than what the Proposer typically offers (please describe).	<p>AT&T's pricing proposal has been created specifically for Sourcewell. The proposal provides a mix of line-item discounts, set rates, and includes products needed to meet Sourcewell's needs. AT&T is proposing pricing with greater benefit, value, and incentives for Sourcewell and its members. The proposal is unique to Sourcewell and follows the same contracting model offered to Sourcewell members participating in the current legacy agreement.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>AT&T has a dedicated reporting team which ensures compliance with contractual obligations agreed upon in the resulting Master Agreements. AT&T provides a dedicated contract manager as outlined in the requirements of this RFP to facilitate self-governance and ensure mandatory requirements are met.</p> <p>AT&T's systems capture contract level details such as Agreement IDs, Foundation Account Numbers, and numerous customer details to ensure the correct pricing is applied based on the terms of the contract.</p> <p>AT&T will provide a quarterly report as outlined in the resulting Master Agreement. The report will provide account specific detail as well as mutually agreed upon data to sufficiently capture Sourcewell's quarterly revenues. The example reporting template is included and uploaded as an attachment to the RFP response. Please see Attachment F_Sample Supplier Quarterly Sales Reporting</p>
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>AT&T proposes to utilize the same format and process used in the legacy agreement. The following key metrics will be used to create the tracking report.</p> <ul style="list-style-type: none"> • Member Number • Account/Customer Name • City • County • State • (FAN) Foundation Account Numbers • (FAN) Foundation Account Number Name • Liability Type (CRU/IRU) • FirstNet Flag (Y/N) • FirstNet Identifier (Primary, Extended Primary, Subscriber Paid, or Extended Subscriber Paid) • Subscriber counts <p>See report example Attachment G_Sample FAN report</p>
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>AT&T is proposing a new administrative fee structure to enhance the current legacy agreement. AT&T revised the legacy administrative fee process to allow a greater benefit to Sourcewell. The proposed administrative fee continues to allow for a percentage based administrative fee and adds growth incentives for the FirstNet offering.</p> <ul style="list-style-type: none"> • 1% (one percent) of Total Wireless Spend • FirstNet Growth Incentive: <ul style="list-style-type: none"> o \$125,000 one-time payment if Sourcewell grows to 5,000 FirstNet subscribers within 12 months of contract effective date (\$25/sub), or o \$300,000 one-time payment if Sourcewell grows to 10,000 FirstNet subscribers within 12 months of contract effective date (\$30/sub) <p>Administrative fees will be paid in accordance with the resulting master agreement. The administrative fee process is detailed in section 9.B of the master agreement.</p> <p>ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee (1%) to Sourcewell on all Total Wireless Spend provided to Members. The report format and content will be mutually agreed upon by the parties and must be received no later than forty-five (45) calendar days after the end of each calendar quarter. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Total Wireless Spend purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than sixty (60) calendar days after the end of each calendar quarter.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>AT&T provides numerous best-in-class mobility products, services, equipment, and accessories to support the ever-changing technological needs of Government, Education and Public Safety sectors, and proposes the following solutions. (Product attachments listed below have been uploaded to "Additional Documents")</p> <p>1. Voice and Data Products provided 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 later for applications like those defined in IOT & Turnkey Solutions.</p> <p>Wireless Network—AT&T has the largest network in North America*. Our overall wireless voice and data network now covers more than 99% of all Americans**. In addition, we offer the best global coverage of any U.S. wireless provider, so you can call, text, and use discounted data in more than 200 countries. Our sub-6 GHz 5G network is available nationwide, serves 288 million people in 24,000 cities and towns across the U.S.**. and our mmWave 5G+ network is bringing super-fast speeds and increased connectivity to parts of more than 50 cities and more than 70 venues in the U.S.***[1]</p> <p>[1] *Based on comparison of carrier owned & operated networks. No AT&T on-net coverage in select countries, including Canada. Details: https://www.att.com/international/. Destinations covered: att.com/globalcountries. . **Based on overall coverage in U.S. licensed areas. Coverage not available everywhere. ***5G/5G+ service requires a compatible device and data plan. Service is not available everywhere. See att.com/5Gforyou for details.</p> <p>Our technology plans for the AT&T Mobility Network are to increase speeds, coverage, and capacity. These plans include continued expansion of our 4G LTE-Advanced network and capabilities and additions to our nationwide 5G network.</p> <p>AT&T began the LTE evolution in 2009 and, since then, we have activated High Speed packet Access (HSPA+) technology across 100% of our wireless broadband network. This enables 4G speeds when we combine HSPA+ with Ethernet or fiber backhaul and has enabled us to create the America's most reliable network. In addition, we have launched Voice Over LTE (HD Voice) service in U.S. metropolitan areas, and we continue to deploy HD Voice technology, which offers crisp call quality and reduced background noise, to provide the best customer experience. Expanded HD Voice capabilities mean expanded access to AT&T Video Call, a simultaneous voice and real-time video call that operates via Wi-Fi or an HD Voice connection on video call-capable devices. Additionally, we support Wi-Fi calling, so subscribers can use compatible devices to talk and text over available Wi-Fi Internet connections. We have made significant investments in Self Optimizing Networks (SON), an intelligent network management technology that uses a series of algorithms to detect cell tower overload and automatically shift users to a nearby cell tower based on radio resource availability, congestion, and blocking. We currently have SON technology deployed throughout every AT&T market in our U.S. wireless footprint, automatically monitoring to optimize our nationwide network performance to provide customers with the best possible experience. As a natural evolution of our network, we turned down our legacy 3G network in February 2022. As we retire older technologies, we are adding 5G capabilities to our network. 5G provides a new level of differentiation for enterprise-grade mobility. In December 2019 we led the industry by becoming the first U.S. carrier to launch 5G service. We achieved nationwide sub-6 Ghz service in July 2020. Today, our nationwide 5G network serves more than 288 million people in 24,000 cities and towns across the U.S. You can view a list of 5G market areas at: https://about.att.com/pages/5G. We are currently developing and testing our next-gen network core for Standalone 5G service. This will enable cloud-native 5G and future capabilities reliant on Standalone. We are continuing to invest in our network infrastructure to build out our 5G services. Our plan is to scale Standalone 5G when the ecosystem is ready and when it will be most beneficial to users.</p> <p>Business Messaging (Enterprise Paging) is a messaging gateway and application interface that allows an enterprise's notification application to connect to the AT&T cellular network and send group notifications, enabling unlimited two-way remote worker notification and response between a business's notification application and any AT&T text messaging-capable mobile device, as well as several enhanced paging and notification features. See full details: Attachment G.1_Business</p>

Messaging

2. Public Safety

AT&T's FirstNet Solution is the nationwide public safety broadband network; the only public safety platform authorized by Congress and built with and for responders and those who support them. Unlike commercial networks, FirstNet is uniquely built to public safety specifications and is evolving with the needs of public safety. It is more than a network, including advanced services, applications, and purpose-built devices. We are accountable for keeping your lines of communication open – with dedicated, mission- critical solutions to modernize public safety.

- No throttling for FirstNet subscribers anywhere in the country
- The only dedicated physically separate network core
- 24/7 priority and, for first responders, preemption capabilities
- FirstNet Band 14 spectrum – deployed across the country
- 2.97M+ square miles (As of 1/24/24) of coverage nationwide – with over 250K square miles more than commercial networks
- Covers more first responders than any other network
- Prioritized access on all AT&T bands – across voice, text, and data
- A dedicated fleet of 180+ deployable assets, including Satellite Cells on Light Trucks (SatCOLTs), Communications Vehicles (CVs) and Compact Rapid Deployables (CRDs)
- In-Building Solutions
- Mission critical communications beyond voice only LMR (Land Mobile Radio)
- Innovative applications and solutions designed for first responders
- FirstNet Central; centralized administrative hub
- Dedicated Customer support/ onboarding
- Health and Wellness/ ROG (Response Operations Group™) program

See full details: Attachment G.2_FirstNet

Dual Mission Critical Push-To-Talk Solutions (MCPTT): FirstNet Rapid Response and FirstNet Push-to-Talk, delivering high-quality audio, geolocation, streaming video, and secure messaging.

- FirstNet Rapid Response is a mission-critical based push-to-talk solution that offers FirstNet-eligible customers a Third Generation Partnership Project (3GPP) based solution that combines a rich set of features with mission-critical performance on the FirstNet Network. FirstNet Rapid Response brings you: Nationwide coverage, Evolution to MCPTT, LMR to LTE interoperability, and Situational awareness. See full details: Attachment G.3_FirstNet Rapid Response
- FirstNet® Push-to-Talk Reliable communication is critical for emergency response, needed to collaborate with your team and other agencies, so you can make informed decisions. FirstNet Push-to-Talk (PTT) is the communications tool, with mission critical group talk, messaging, and video. FirstNet PTT is a public safety-grade group communications service defined by 3GPP Mission Critical standards. Experience group PTT audio quality similar to Land Mobile Radio (LMR) and LTE-flexibility with messaging, streaming video, and location services, all built to mission critical standards. See full details: Attachment G.4_FirstNet Push to Talk

Control Center for FirstNet® is an Internet of Things (IoT) platform that centralizes device connectivity management for public safety organizations. Control Center for FirstNet® uses a cloud-based platform to give you visibility and agility across your IoT solutions. You can deploy, manage, and monitor your connected devices easily and quickly and get near real-time network insights. Additionally, automation rules provide near real-time monitoring of service usage with advanced triggers, actions, and filters, which can lead to time savings and lower costs. See full details: Attachment G.5_Control Center for FirstNet

For an extensive look at the approved FirstNet applications, please see: FirstNet App Catalog <https://www.firstnet.com/apps/app-uses-and-benefits/app-catalog-features.html>

3. Enhanced Network Capabilities

AT&T offers customized solutions to provide cellular enhancements to promote efficient technology to manage the growth of mobile data traffic and support new applications. Optional solutions include:

On-premises Cellular Network (OCN), or a Distributed Antenna System (DAS), is a network of spatially separated antenna nodes connected to a common source that provides wireless service within a geographic area or structure. DAS solutions enhance signal strength, coverage, and capacity in areas where traditional cellular coverage is inadequate or where large concentrations of people can strain network resources.

Multi Access Edge Compute (MEC) with DAS provides intelligent traffic control

and data processing by managing data locally within your private wireless network. In addition, this hardware/software-based solution can act as the bridge between your cellular and wireline networks, providing low latency, better connectivity and coverage, and enhanced data security.

Private Network using Licensed Spectrum using a licensed spectrum is a dedicated network that provides secured communication services over licensed radio frequencies. These networks are tailored for exclusive use by a specific organization, offering control over data traffic, enhanced security, and customizable performance to meet specific business needs.

Private Mobile Connection (PMC) is a mobile connectivity solution that allows customers to extend their WAN (Wide Area Network) infrastructure to mobile endpoints by providing standards-based connectivity options between the enterprise and cellular networks, with the creation of custom Access Point Names (APNs) that offer both enhanced security and access control. See full details: Attachment G.6_MEC_MEC_Macro_OCN_PCN

Small Cell: AT&T Cell Booster and Cell Booster Pro is a device that acts as a miniature cell tower with a 4G LTE cell signal and enables you to improve the quality, reliability, and speeds of your organization's indoor wireless service. See full details: Attachment G.7_Cell Booster_Pro

AT&T Enhanced Push-to-Talk (Enhanced PTT) is an IP-based, end-to-end communications and applications platform that provides virtually instant one-to-one, group, and broadcast voice communications. EPTT provides highly secure messaging, location information, and features based on 3GPP industry standards. See full details: Attachment G.8_Enhanced Push To Talk

AT&T Wireless Broadband (AWB) is a wireless data service that features a flat monthly rate with no overage charges. AWB can help enterprises increase their network efficiency, agility, and control at nearly every level. Whether it is used as the primary or failover service, AWB plans can provide a cost-effective network alternative for business-critical applications, a diverse backup option for business data applications, and a quick deployment option for new and remote business locations, including work from home. See full details: Attachment G.9_ATT Wireless Broadband

4. Internet of Things (IOT)/ Turnkey Solutions

AT&T encompasses a vast portfolio of services and applications to address the needs of Sourcewell members. These applications and services include any of the wireless IoT solutions or applications provided by AT&T. We also provide government end-to-end solutions for smart traffic management, video surveillance, and other areas of city, county, state, and federal operations.

Professional Services

Global Project Management Professional Services is a consultative professional service that provides non-standard project support for complex multi-service solutions from AT&T and third-party providers. Global Project Management provides highly skilled project managers, many of whom are certified project management professionals, to coordinate and deliver complex projects. AT&T Internet of Things (IoT) Professional Services can help you implement an IoT solution by providing a structured framework that applies business strategies to improve outcomes. Our IoT Professional Services include: IoT Consulting and Integration Services; Managed Services; Security Consulting; Professional Services for Facilities Management and Professional Services for Manufacturing

AT&T Connected School Bus is an internet access service that combines a wireless connection with equipment, antennas, and installation services to ensure an optimal connection and to meet the throughput demands of students on a school bus. See full details: Attachment G.10_ATT Connected School Bus

AT&T Control Center is an Internet of Things (IoT) service platform that facilitates centralized IoT device management. AT&T Control Center enables you to manage IoT devices across multiple mobile network operator (MNO) networks. AT&T Control Center (powered by Cisco Jasper) can centralize the management of devices across more than 200 MNO geographies, with a single web-based interface and integration point to manage the Subscriber Identity Modules (SIMs) that enable your global M2M solutions. See full details: Attachment G.11_ATT Control Center

AT&T Smart Waste Solutions is a connected waste management solution designed to solve the inefficiencies of traditional services. Instead of sticking to a predefined pick-up schedule that remains consistent week after week, waste is picked up based on need. Sensor-based technology works to provide real time visibility and allow for optimized pickups and deliveries. See full details: Attachment G.12_Smart Waste Solutions

AT&T Smart Traffic Management: The Traffic Management Center (TMC) is the

central facility where vehicle and pedestrian movement is monitored and controlled. AT&T network connectivity and wireless routers provide secure and reliable communications between intersection equipment and the TMC. See full details: Attachment G.13_ATT Smart Traffic Management

NoTraffic automates your traffic management, improving operations and safety for all roadway users. NoTraffic provides an end-to-end solution that will empower agencies to enact and measure the outcomes of transportation policies including transportation equity, greenhouse gas reductions and travel time reliability seamlessly and autonomously. See full details: Attachment G.14_No Traffic

Cloud services:

AccessMyLAN from AT&T is a remote access solution that connects your mobile workers to email and business applications and your Internet of Things (IoT) devices to IoT services in a multi-cloud environment and at private data centers via the AT&T wireless network. See full details: Attachment G.15_Access My Lan

AT&T IoT Video Intelligence improves safety with live-streaming video anywhere you need it

Identify security and safety problems more quickly and accurately with AI-powered video surveillance. See full details: Attachment G.16_Video Intelligence

Location Based Services/Fleet and Asset tracking:

Fleet Management (GeoTab)

AT&T Fleet Management for Government helps optimize fleet routes, potentially reduces fuel costs, and provides notifications of needed maintenance. AT&T Fleet Management for Government enables you to manage your entire fleet on an easy-to-use platform providing near-real time data that helps control costs, optimize your fleet, and meet federal and state mandates. The single platform portal, powered by Geotab, provides insight into your fleet's routes, usage, maintenance, and driver behavior. See full details: Attachment G. 17_ATT Fleet Management

AT&T Fleet Complete® is a family of IoT-enabled fleet management that enables businesses to automate processes in a cloud-based platform by providing real-time visibility and insights into field operations and asset activities and locations. See full details: Attachment G.18_Fleet Complete

AT&T Asset Management for Shipping Containers and Trailers is a mobile asset management solution that includes tracking devices, a cloud-based application, a web portal, data transport, and customer care. See full details: Attachment G.19_Aset Management

Life cycle/ Mobile Device Management:

AT&T Mobility Deployment Support (MDS) for wireless services facilitates service planning and activation activities for large government and enterprise customers, for a rapid and smooth transition to our wireless services. MDS supports customers from the initial planning stages through fulfillment activities and handoff to standard customer support. Project management practices include deliberate planning, coordination, and aggressive quality control to streamline processes and thereby help create a seamless wireless deployment experience. AT&T Mobile Device Deployment and Lifecycle Services helps protect your mobile device investment via exchange and warranty services.

IBM® MaaS360® is a cloud-based Unified Endpoint Management (UEM) solution that enables comprehensive enterprise device, application, and content management. IBM MaaS360 gives you the convenience of a single UEM platform to manage both company-owned and employee-owned mobile devices that operate on multiple platforms and carriers. See full details: Attachment G.20_MaaS360

MobileIron (Ivanti) is a highly secure mobile-centric security platform that accesses and protects data from anywhere. MobileIron (the Solution) provides the platform to help secure the Everywhere Enterprise, which can enable employees to work from virtually anywhere, while helping to ensure that corporate data is secure (any device, application, or network). Available both as a cloud app (MobileIron Cloud) and on-premises solution (MobileIron Core). See full details: Attachment G.21_MobileIron

VMware Workspace ONE™-On Premise is the enterprise platform that enables IT to deliver a digital workspace in a customer-controlled environment that empowers the workforce to securely bring the technology of their choice — devices and apps — at the pace and cost the business needs. Workspace ONE-On Premise is built on the VMware® Unified Endpoint Management™ technology. With Workspace ONE-On Premise organizations can now evolve silo-ed cloud and mobile investments, enabling all employees, devices, and things across the organization to accelerate their digital transformation journey with a platform-based approach. See full details:

Attachment G.22_VMWare

Lookout Mobile Endpoint Security makes it easier to get visibility into the entire spectrum of mobile risk, apply policies to measurably reduce that risk, and to integrate endpoint mobile security into your existing security and mobile management solutions. Lookout Mobile Endpoint Security leverages a lightweight endpoint app on employee devices, a cloud-based admin console that provides near real-time visibility into mobile risk, and integration with leading Unified Endpoint Management (UEM) solutions. See full details: Attachment G.23_Lookout Mobile

Safety:

Intrado: Technology to Help Keep Schools Safe Powered by FirstNet®, Intrado® and AT&T ESINet™

It takes more than a panic button to help you keep our children safe. The school safety ecosystem from FirstNet and Intrado helps reduce response times by connecting school staff, building equipment, school information systems, 9-1-1 telecommunicators, public safety dispatchers and first responders during emergencies. Whatever the situation, FirstNet and Intrado gives those who support first responders – school safety personnel and administrators – the ability to connect/communicate with emergency personnel, with priority status, so you can keep the lines of communication open – when it matters most. See full details: Attachment G.24_Intrado

Intrepid Response is a low-cost platform simple to use web and mobile situational awareness platform for day-to-day and emergency operations for the edge user. The Intrepid Response situational awareness portfolio is made up of four functional areas for rapidly organizing disparate teams within dynamic environments: Locate – mapping and location; Activate – emergency notification and alerting to kick off a response from team members; Connect – highly secure robust text and multimedia sharing; Enhanced Push-to-Talk (ePTT) – voice communication integration. See full details: Attachment G.25_Intrepid Response

Rave Mobile Safety with AT&T can provide 9-1-1 teams and first responders with the critical capabilities needed to increase situational awareness, handle emergencies quickly and improve outcomes. The Rave Platform is purpose-built for critical communication and collaboration to enable emergency notifications, critical data sharing and response coordination, from planned events to crisis scenarios, the Rave Platform provides timely and targeted communications, interconnects public, private and 9-1-1 response teams, delivers personal safety applications and enhances emergency preparedness and response. Public safety agencies, campus safety officials and corporate security professionals rely on Rave to save lives, manage critical incidents, and increase operational resiliency. See full details: Attachment G.26_Rave

AT&T Staff Alert is an alert and monitoring solution used by organizations that helps keep their employees safe. AT&T Staff Alert is a wearable safety device that provides micro-location alerts via to identified onsite responders via SMS text message and in the web-based dashboard. The device communicates over a secure, autonomous network installed combining beacon technology with cellular technology and does not need to integrate with your existing IT infrastructure. See full details: Attachment G.27_ATT Staff Alert

Visual Labs Using software installed on Android smartphones, Visual Labs provides CJIS-compliant body camera functionality and much more. Secure cloud storage is included for a complete, cost-effective evidence management solution. Live video and audio streams provide near real-time situational awareness from the field and can be activated remotely or on-scene. Near real-time positional awareness provides the ability to know the location of an officer in a critical situation. See full details: Attachment G.28_Visual Labs

Miscellaneous Connectivity:

NetMotion offers consistent, highly secure connectivity for remote and at-home employees who struggle with weak or slow connectivity. With NetMotion, workers can use any combination of networks, roam between them, cross gaps in coverage, and suspend and resume sessions without losing connectivity. See full details: Attachment G.29_NetMotion

Business Mutualink develops and sells an innovative, real [1] time multimedia interoperable communications and collaboration solution that enables public safety agencies and critical infrastructure entities to seamlessly communicate, on demand, by bridging disparate voice communications systems, such as radios, telephones, and mobile phones, and enabling the sharing of real-time video resources, files, and data. Our mission is to create connections for federal, state, and local agencies and private enterprises. See full details: Attachment G.30 Mutualink

		<p>5. Equipment and Accessories This product category includes accessories or equipment required to access provided product solutions as well as any new Equipment and Accessories that may be introduced later. AT&T offers a broad range of equipment in the following categories; Smartphones, Tablets, Hotspots, etc. Some of these brands include Apple, Samsung, Kyocera, Motorola, LG, Sonim and more. Accessories, such as chargers, cases, screen protectors, headphones and more, are available. https://www.att.com/buy/phones/ FirstNet offers 725 FirstNet Ready® devices. Please see https://www.nist.gov/document/nistlistofcertifieddevicespdf for a complete list of devices available.</p>
72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>AT&T proposes the products and services that fall into the following categories, as previously stated.</p> <ul style="list-style-type: none"> • Voice and Data <ul style="list-style-type: none"> o 4G LTE5G o Messaging and Video o Business Messaging • Public Safety <ul style="list-style-type: none"> o FirstNet Mission Critical Push to Talk o First Net Push to Talk o Rapid Response o Control Center for FirstNet • Enhanced Network Capabilities <ul style="list-style-type: none"> o On Prem Cellular Network o DAS Solutions o Multi-Edge Compute (MEC) o Private Cellular Network/ Private Mobile Connection o Small Cell Booster o Enhanced Pushed to Talk o AT&T Wireless Broadband • Turnkey Solutions <ul style="list-style-type: none"> o IOT/ Professional Services AT&T Control Center AT&T Smart Waste Smart Cities/Traffic No Traffic o Cloud Services AccesMyLan from AT&T AT&T Video Intelligence o Fleet/ Asset Tracking <ul style="list-style-type: none"> Fleet Management GeoTab AT&T Fleet Complete AT&T Asset Management Mobile Device Management AT&T Mobility Deployment Support (MDS) IBM MaaS360 MobileIron VMWare Lookout Mobile Endpoint Security o Safety Solutions <ul style="list-style-type: none"> Intrado Intrepid Response Rave Mobile Safety with AT&T Staff Alert Visual Labs o Miscellaneous <ul style="list-style-type: none"> NetMotion Mutualink • Equipment and Accessories <ul style="list-style-type: none"> o Generally Available o FirstNet Capable o Ready o Trusted

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Wireless services for voice, data, and messaging: rate plans for unlimited, limited, and pooled data, priority and preemption, interoperability, security, and distributed Antenna Systems (DAS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	AT&T offers a variety of rate plans options to meet the needs of Sourcewell entities, for voice, data and messaging, FirstNet with priority and preemption, security, and interoperability. These plans include Standard and FirstNet Unlimited plans, Pooled plans, and Data plans with various limits. See Attachment D- Price File
74	Applications, Internet of Things (IoT) and other turnkey solutions, including: location based services, push-to-talk, cloud services, data storage, mobile device deployment, management, and lifecycle services, and connectivity solutions (VoIP, VPN, APN)	<input checked="" type="radio"/> Yes <input type="radio"/> No	AT&T offers an elite portfolio of applications, IOT, and other turnkey solutions. AT&T proposes the products and services that fall into the following categories. <ul style="list-style-type: none"> • Push to Talk (standard and Mission Critical) <ul style="list-style-type: none"> o FirstNet Mission Critical Push to Talk o First Net Push to Talk o Rapid Response • Connectivity Solutions (Enhanced Network Capabilities) <ul style="list-style-type: none"> o On Prem Cellular Network o DAS Solutions o Multi-Edge Compute (MEC) o Private Cellular Network/ Private Mobile Connection o Small Cell Booster o Enhanced Pushed to Talk o AT&T Wireless Broadband • Turnkey Solutions (IOT) <ul style="list-style-type: none"> o AT&T Control Center o AT&T Smart Waste o Smart Cities/Traffic o No Traffic • Cloud Services <ul style="list-style-type: none"> o AccesMyLan from AT&T o AT&T Video Intelligence • Location Based Services <ul style="list-style-type: none"> o Fleet Tracking o Asset Tracking • Life Cycle Services/ Mobile Device Management (MDM) <ul style="list-style-type: none"> o Mobile Device Management o AT&T Mobility Deployment Support (MDS) o MDM solutions
75	Devices including smartphones, cell phones, WiFi devices, tablets, and other cellular connected devices, complementary to the offering of 73-74 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our mobile device selection includes a broad portfolio of smartphones, mobile phones (including specialty rugged handsets), as well as multiple devices compatible with 5G and 5G+ technologies. In addition, we offer a wide selection of tablets, connected wearables, and connected devices. You can find a complete list of devices at: https://www.att.com/buy/phones/

			<p>Available FirstNet equipment includes FirstNet Capable devices and FirstNet Ready® devices.</p> <p>“FirstNet Capable” means a device that, either out-of-the-box or with an original equipment manufacturers update: (a) utilizes a FirstNet SIM; (b) auto-provisions the proper IMS (Identity Management System) 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.</p> <p>“FirstNet Ready®” means a smartphone, tablet, laptop, smartwatches, and consumer hotspot devices 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) appears on the NIST List.</p> <p>“FirstNet Trusted” means IoT cellular hardware, such as sensors, routers, modems, cameras, and other connected devices from OEMs that each, 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; (e) appears on the NIST list; and (f) has been tested for user experience, accessibility, and security readiness. Note: Band 14 support is not required for devices that use LTE-M technology.</p> <p>You can find a list of FirstNet compatible devices at: https://www.nist.gov/document/nistlistofcertifieddevicespdf</p> <p>The website provides a catalog of LTE devices that work with the FirstNet Evolved Packet Core. These include Purpose-built rugged units, Smart devices, Tablets and Accessories.</p>	
76	Accessories including, but not limited to, chargers, cases, screen protectors, Bluetooth headsets, headphones, speakers, etc., complementary to the offering of 73-74 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>AT&T offers a variety of accessories, including but not limited to chargers, cases, screen protectors, headsets, etc. You can find a complete list of available accessories at: https://www.att.com/buy/accessories/browse/all/</p>	
77	Services such as warranty programs, repairs, replacements, recycling programs, buyback programs, etc. that are complementary to the offering of 73-74 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>With AT&T wireless services, our warranty return and exchange process for faulty wireless</p>	

devices depends on their age and condition.

Our buyer's remorse policy allows return and replacement of devices within the first 30 days of purchase for Corporate Responsibility User (CRU) or 14 days for Consumer/AT&T Signature Program (SIG) devices. You should return devices to the point of purchase or nearest AT&T retail location. Beyond these dates, you may be eligible for a warranty exchange. New wireless devices that you purchase from us carry a minimum one-year manufacturer's warranty. Certified Restored devices carry a 90-day warranty. In addition, we provide a one-year limited warranty on accessories that you purchase directly from us. For any accessories that you purchase from an authorized dealer or national retail chain (e.g., Walmart, Radio Shack, or Best Buy), the retailer may offer a separate warranty.

Our warranty exchange policy applies to CRU devices within 30 days from purchase date window and for CRU and for Consumer/AT&T Signature Program (SIG) devices after 15 days from purchase. If you wish to exchange or return a faulty device, the process you follow depends on the date of purchase and the type and condition of your device. Any damage to your device may affect your eligibility for free replacement or exchange. Apple maintains separate warranty terms and conditions for the Apple iPhone. Apple handles all warranty-related issues within the first 30 days of purchase. You can contact Apple at www.apple.com/support/iphone or call 1-800-myiPhone.

When you require warranty service on non-Apple devices within 12 months of your first use, you can contact our Advanced Technical Support (ATS) or Enterprise End User Care (EEUC) at 800-331-0500. The ATS and EEUC can help determine warranty status and coverage eligibility. Telecom Managers and Authorized Order Placers should contact National Business Services at (800) 999-5445.

To speed the warranty inquiry process, you should

- Have the mobile device in hand for full troubleshooting with the AT&T agent
- Update or reload software to the device as requested
- Save your data in case we determine that we need to wipe and reload device data

		<p>ATS and EEUC can provide warranty exchanges only when</p> <ul style="list-style-type: none"> Your device is available for troubleshooting You agree to do the troubleshooting You are willing to download the latest software <p>If your device meets warranty requirements, we will send you the same type of device or a comparable replacement device, usually via next-day shipping. In addition, we will provide instructions and free return-shipping materials for your defective device.</p> <p>If your device is out of warranty or if you prefer to have it repaired, you can contact the manufacturer for a list of authorized repair centers in your area. Some manufacturers decline requests to repair devices under warranty.</p> <p>When you choose our wireless devices, you get the security of professional equipment warranty and replacement services. AT&T works with "buy back" partners to assist with providing funds for used wireless equipment. One example is as follows:</p> <ul style="list-style-type: none"> Company offers buyback funds for used wireless equipment including cell phones, mifi's, and tablets, a great way to capture unexpected revenue for your company. Below is some information about the buyback process. The process is simple, as soon as you are ready to ship your equipment, contact a rep to request a prepaid shipping label. All phones must have a battery and back cover, fully functional operating system, the ability to activate, and power on/make a test call with clean ESN to warrant full payment. If the equipment does not fully meet these requirements this will result in a lesser payout. Once testing is complete, a detailed report for devices will be provided and a check will be sent. During the testing process strict protocols are followed to ensure all personal and corporate data is removed and devices are restored to factory settings. Data destruction certificates are also available upon request.
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Table 15: Industry Specific Questions

Line Item	Question	Response *
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<p>78</p>	<p>Describe your wireless network including capabilities and speeds, 4G/5G LTE technology, uptime/network availability, dropped call percentage and outages, security/encryption, geographic coverage area, and any advanced or additional network services.</p>	<p>Our technology plans for the AT&T Mobility Network are to increase speeds, coverage, and capacity.</p> <p>These plans include continued expansion of our 4G LTE-Advanced network and capabilities and additions to our nationwide 5G network. We began our LTE evolution in 2009 and, since then, have activated High Speed packet Access (HSPA+) technology across 100% of our wireless broadband network. This enables 4G speeds when we combine HSPA+ with Ethernet or fiber backhaul and has enabled us to create the America's most reliable network. In fact, as of 2021, our 4G LTE network provides coverage for 400 million people and businesses in the U.S. and Mexico.</p> <p>In addition, we have launched Voice Over LTE (HD Voice) service in U.S. metropolitan areas, and we continue to deploy HD Voice technology, which offers crisp call quality and reduced background noise, to provide the best customer experience. Expanded HD Voice capabilities mean expanded access to AT&T Video Call, a simultaneous voice and real-time video call that operates via Wi-Fi or an HD Voice connection on video call-capable devices. In addition, we support Wi-Fi calling, so subscribers can use compatible devices to talk and text over available Wi-Fi Internet connections.</p> <p>We have made significant investments in Self Optimizing Networks (SON), an intelligent network management technology that uses a series of algorithms to detect cell tower overload and automatically shift users to a nearby cell tower based on radio resource availability, congestion, and blocking. We currently have SON technology deployed throughout every AT&T market in our U.S. wireless footprint. The SON automatically monitors and optimizes our nationwide mobile network performance to provide customers with the best possible experience.</p> <p>As a natural evolution of our network, we turned down our legacy 3G network in February 2022. As we retire older technologies, we are adding 5G capabilities to our network. 5G provides a new level of differentiation for enterprise-grade mobility. In an incremental step, we began launching our enhanced 4G LTE mobile network in 2018 and now offer the service nationwide. In December 2019 we led the industry by becoming the first U.S. carrier to launch 5G service. We achieved nationwide sub-6 Ghz service in July 2020. Today, our nationwide 5G network serves more than 288 million people in 24,000 cities and towns across the U.S. You can view a list of 5G market areas at https://about.att.com/pages/5G. We are currently developing and testing our next-gen network core for Standalone 5G service. This will enable cloud-native 5G and future capabilities reliant on Standalone. We are continuing to invest in our network infrastructure to build out our 5G services. Our plan is to scale Standalone 5G when the ecosystem is ready and when it will be most beneficial to users.</p> <p>In addition, our standards-based mobile 5G network using mmWave spectrum, which we call 5G+, is now live in parts of 50 cities and more than 70 venues in the U.S. This new technology delivers much faster (multi-gigabit speeds than today's average LTE connections and reduces latency, which affects things like the time lapse between pressing play and seeing a video stream or clicking a web link and seeing a webpage load. In fact, AT&T is America's most reliable 5G network*. 5G has the potential to accelerate the delivery of entertainment, enterprise solutions, and other consumer and business experiences. Our build plans are on schedule for delivering on our mission to be the best connectivity provider in America through both fixed fiber and wireless access – this includes turning up C-Band 5G+ spectrum in 2023, further expanding the speed and coverage of our already nationwide 5G network. Our plans align with our focus on serving the connectivity needs of our customers regardless of technology. You can view a list of 5G+ cities at https://www.att.com/5g/consumer/.</p> <p>*Based on nationwide GWS test data. GWS conducts paid drive tests for AT&T and uses the data in its analysis. AT&T 5G requires a compatible rate plan and device. 5G is not available everywhere. Go to att.com/5Gforyou for details.</p> <p>In addition, we offer a suite of specialized cellular and 5G services including In-Building Managed Solutions, Multi-Access Edge Computing (MEC), and Private Cellular Networks using Citizen's Broadband Radio Service (CRBS) and licensed spectrum. These services offer enhanced coverage and control by providing localized network experiences and improving efficiencies. 5G accelerates technologies and helps give you the ultra-low latency you need for innovative use cases e.g., predictive services and maintenance, remote automation, autonomous guided vehicles (AGVs) on the factory floor. 5G also helps enable solutions like virtual reality and augmented reality, and enhanced monitoring with Internet of Things (IoT) solutions. Find details of AT&T's national coverage via the AT&T Coverage Viewer at https://www.att.com/maps/wireless-coverage.html.</p> <p>We consider some performance details 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%.</p> <p>Please see Attachment H_ATT Customer Reference Guide (Additional Documents)</p>
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79	<p>For services made available in Canada, describe your plan offerings and identify applicable roaming charges, if any.</p>	<p>AT&T wireless service is available, while roaming in Canada and Mexico, and over 170 other non-U.S. countries via roaming agreements with other service providers. We have agreements in more than 200 countries to allow for LTE roaming in the future.</p> <p>Visit https://www.att.com/support/article/wireless/KM1395068/ for a list of major countries where AT&T has international roaming.</p> <p>In fact, AT&T has one of the broadest international voice coverages of the U.S. wireless carriers. AT&T was the first U.S. carrier to offer international LTE data for travelers abroad. In addition, AT&T is a global leader in 5G roaming, with over 70 countries covered as of August 2023.</p> <p>The data features of wireless services from AT&T work outside the U.S. in countries where AT&T provides wireless services roaming.</p> <p>Our roaming partners and international data plans provide data coverage in more than 200 countries. You can access multimedia messaging, and GPRS data services in more than 195 countries, mobile broadband 3G networks in more than 120 countries, and 4G LTE service in more than 100 countries. We provide a choice of international roaming plans to meet your regional or global travel needs.</p> <p>Many domestic postpaid wireless plans enable you to talk, text, and use your plan data in Mexico and Canada without a roaming charge. See your specific plan terms and conditions for details.</p> <p>At the time of this proposal, AT&T offers an International Day Pass at \$10 per day. For details, visit: https://www.att.com/international/day-pass</p>
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<p>80</p>	<p>Describe your policies and processes related to: upgrades; BYOD; number porting; early termination fees; and line minimums.</p>	<p>AT&T policies are as follows: Upgrades • 24-month eligibility BYOD To bring your own device, AT&T wireless services require that the device be Unlocked Non-Blocklisted Able to accept a compatible Subscriber Identity Module (SIM) card If your device meets these basic requirements, we will work with you to order and activate an AT&T SIM. Note: AT&T cannot guarantee the capabilities or performance of—or provide warranty assistance for—any individual device that was not purchased directly from AT&T or an Authorized Retailer. Number porting We follow a multi-step process to port your number to AT&T wireless services. Our process employs systems we developed to meet the telecommunications industry's "Wireless Inter-carrier Communications Interface Specifications for Local Number Portability." Other carriers also follow these same specifications. This helps coordinate service provider activities. In addition, we actively participate in the industry local number portability (LNP) working groups and test efforts between carriers. Because the LNP systems and processes are new to the entire industry, we make continuous efforts to review and streamline our processes. We use our own Porting Administration Center (PAC) and Inter-carrier Relations Management Teams to proactively address porting issues with other carriers. Our LNP process follows these steps: • We confirm that your phone number is eligible for porting and ask you to supply information about your existing account exactly as it appears in your current carrier's records • We submit a porting request to your current carrier • Your current carrier verifies the information to confirm it is accurate and the number is eligible for porting; requesting additional information if the information provided does not exactly match its billing records • Your current carrier ports your number to AT&T • Your previous carrier ports your number to AT&T • The NPAC (Number Portability Administration Center) sends a message to all carriers (including a re-confirmation to AT&T) saying that the transfer is effective • Your previous carrier disconnects your service • You can send and receive calls on your phone You can initiate a request to port wireless services in several ways: • Online ordering via Premier • A direct request to an AT&T representative • A phone call to National Business Ordering Your account team can submit multi-line requests to the National Solutions Center (NSC) team via an internal web form. A large port specialty group in NSC works closely with the Business PAC to coordinate these ports and orders. Port completion is contingent upon the Old Service Provider (OSP). The NSC negotiates with the other carrier and communicates the order status to your account team. It is unnecessary for you to contact your previous carrier to cancel your existing service. It should be cancelled as part of the porting process completion. To facilitate a porting order, we need your account information exactly as it appears on your bill from the other service provider (OSP) and must confirm that you meet port-in eligibility guidelines. NSC will validate your eligibility, initiate the port request, and follow standard activation and equipment ordering processes by using the ported-in mobile number. The PAC will monitor the port request periodically for any issues. You can call in to activate your device and complete the port once you receive your equipment. In some situations, you may also receive an email message when the port-in process is complete. Early termination fees (ETF) AT&T does not charge an ETF for the cancellation of service to Sourcewell members; however, there is a recovery fee for customers who elect to receive a device subsidy on a 2 or 3-year line commitment. Line minimum – N/A</p>
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81	State the available priority and preemption capabilities for public safety use of the network, if any.	<p>To ensure the solution meets the needs of public safety entities, AT&T contractually committed to design and build the FirstNet network with a 99.99% end-to-end service availability objective. This standard represents the best available large-scale LTE network in the world today.</p> <p>In addition, a FirstNet solution includes:</p> <ul style="list-style-type: none"> • An unthrottled, physically separated Evolved Packet Core (EPC) network with end-to-end encryption that enables public safety voice, text, or data communications for receiving priority and preemption of non-critical communication • FirstNet Band 14 spectrum - now live in over 700 markets • 24/7 priority and preemption for first responders with prioritized access on all AT&T LTE bands • 2.81M+ square miles* of LTE coverage nationwide. That's 50K+ square miles more than commercial networks <p>A dedicated fleet of 100+ deployable assets, including Satellite Cells on Light Trucks, Communications Vehicles (CVs), Compact Rapid Deployables (CRDs) and an Aerostat For more details; see Attachment G.2 FirstNet</p>
82	Describe any incentive or perk programs that you propose for government and/or nonprofit Sourcewell members.	<p>AT&T provides a corporate discount (CRU-corporate responsible user; billing through the government entity, education entity or non-profit) of 25% on qualifying rate plans. AT&T offers an employee discount (IRU-individual responsible user) of 17% on qualifying plans via the AT&T" Signature" Discount Program.</p> <p>Details for Government and Non-Government specific Employee discounts and benefits are located in ATT Attachment D Price File.</p>
83	Describe how proposed discounts on plans and equipment or accessories vary for corporate/organizational accounts, individual accounts, and additional user types. If a relationship between an individual account and organizational/corporate account are required, identify the required relationship. Upload supporting documents (as applicable) in the document upload section of your response.	<p>With AT&T wireless services, we provide your employees and their families with employee discounts via the AT&T Discount Program.</p> <p>Participation in the AT&T Corporate Discount Program is not a requirement for participation in the AT&T Employee Discount program.</p> <p>Through this program, parties that you authorize can receive an employee discount. We provide you with a specific Individual Responsibility User (IRU) Foundation Account Number (FAN) that identifies your users and applies your corporate discount. In addition, you get a web-based ordering site (Premier Enterprise Portal®) that provides you with menus and options-specific to your agreement-where your employees can order and update services. And your employees can enroll in and activate service under your employee program at our retail stores when they provide company identification.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.zip - Friday March 15, 2024 12:54:06
- [Financial Strength and Stability](#) - Attachment I_ATT 2022 Annual Report.pdf - Tuesday March 12, 2024 09:25:42
- [Marketing Plan/Samples](#) - Attachment E_FirstNet Fire_LE Industry Flyer sample.pdf - Tuesday March 12, 2024 09:25:26
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Requested Exceptions](#) - Attachment A_Wireless Voice Data Contract Template.docx - Tuesday March 12, 2024 09:23:19
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Friday March 15, 2024 12:54:21
- [Upload Additional Document](#) - Additional Documents.zip - Friday March 15, 2024 12:54:51

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Susan Margheim, Lead Market Development Manager , AT&T Mobility, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Wireless_Voice_and_Data_RFP_031924 Tue March 5 2024 04:13 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Wireless_Voice_and_Data_RFP_031924 Mon February 19 2024 02:13 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Wireless_Voice_and_Data_RFP_031924 Fri February 2 2024 03:15 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Wireless_Voice_and_Data_RFP_031924 Thu February 1 2024 10:16 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Wireless_Voice_and_Data_RFP_031924 Thu January 25 2024 03:45 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Wireless_Voice_and_Data_RFP_031924 Fri January 19 2024 12:56 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Wireless_Voice_and_Data_RFP_031924 Thu January 18 2024 03:41 PM	<input checked="" type="checkbox"/>	1