

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

**PARTICIPANT: STATE OF CONNECTICUT**

This Amendment No. 6 ("Amendment 6") is entered into as of October 31st, 2018 (the "Amendment 6 Effective Date") by and between the State of Connecticut ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

**Section 1. Recitals.**

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

**1.2** In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated December 26, 2013, as amended (the "PA").

**1.3** Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 6.

**1.4** Whereas on March 30, 2017, the First Responder Network Authority (FirstNet) announced that it had awarded AT&T Corp. the contract for the construction, deployment, operation, and maintenance of the National Public Safety Broadband Network (NPSBN) as well as the delivery of wireless services designed to meet the unique needs of first responders.

**1.5** Whereas, the parties acknowledge that the FirstNet AT&T State Plan for Connecticut, dated September 28, 2017, was presented to the Governor for review, and, whereas the State represents that, based on that Plan, the Governor of the State of Connecticut issued the decision to opt into FirstNet;

**Section 2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this Amendment 6. Unless otherwise defined, capitalized terms in this Amendment 6 have the meanings ascribed to them in the Contract and the PA. At times, the Contract, the PA, and this Amendment 6 are referred to collectively herein as the "Agreement."

**Section 3. Custom Plans.**

**3.1 Custom FirstNet Mobile Plans – Agency Paid.** Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described in §3.1 (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans' corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3.1 and the applicable Sales Information, this §3.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge (at times "MSC") will

appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**3.1.1 Tiered Custom Pricing.** Subject to the conditions set forth herein, AT&T will provide the State's Authorized Users with tiered custom pricing as detailed in this §3 (the "Tiered Custom Pricing"). In order to qualify for the Tiered Custom Pricing, the State must activate a minimum of nine thousand four hundred (9,400) net new Authorized Users on Service on an Eligible Plan. Such qualifying users must be active on (a) a Voice Service Plan with an MSC of \$12.99 or higher; and/or (b) a Data Service Plan with an MSC of \$11.99 or higher (each an "Eligible Plan"). The Tiered Custom Pricing is only available to the State's Authorized Users who (a) activate service on a qualified Plan(s) and (b) remain on Service under such Plan(s) for the term of the Agreement. In the event the State fails to comply with this requirement, the State is no longer eligible for the Tiered Custom Pricing and AT&T may immediately discontinue providing the Tiered Custom Pricing to the State in addition to pursuing any other remedies available under the Agreement. Customer will have twelve (12) months from the Effective Date of this Amendment 6 to activate the above-mentioned number of Authorized Users, during which time they will receive the lower tiered pricing.

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

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

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

<b>Add-a-Line for use with an unsubsidized device</b>	\$10.99 Monthly Service Charge
<b>Add-a-Line for use with a subsidized device</b>	\$22.99 Monthly Service Charge

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

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

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

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data- only Devices (1-8,999 Users)	Unlimited for Data- only Devices (9,000+ Users)
Monthly Service Charge	\$44.99	\$39.99	\$36.49	\$34.99

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

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$9.99 Monthly Service Charge
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$17.99 Monthly Service Charge

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

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 Monthly Service Charge
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**TABLE 3.1.7  
CUSTOM FIRSTNET MACHINE-TO-MACHINE POOLED PLANS**

	1MB	2MB	10MB
Monthly Service Charge	\$1.25	\$2.00	\$4.00

**TABLE 3.1.8  
CUSTOM AT&T DYNAMIC TRAFFIC SAFETY MANAGEMENT – PUBLIC SAFETY  
FOR EXTENDED PRIMARY USERS**

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

In addition to FirstNet Mobile Plans available to Participant and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §3.2 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §3.1 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participant, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

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

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
<b>Monthly Service Charge</b>	\$24.62	\$36.12	\$10.99	\$15.99	\$22.99

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

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited for Data- only Devices (1-8,999 Users)	Unlimited for Data- only Devices (9,000+ Users)
<b>Monthly Service Charge</b>	\$39.99	\$44.99	\$36.49	\$34.99

**3.3 Custom Equipment Offer.** The Custom Equipment Offer (a) requires activation with new FirstNet Service on the applicable Equipment; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to the Participant's Entities including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate data solutions provider; and (e) remains subject to availability limitations. The Custom Equipment Offer is not available to IRUs or to individuals eligible to purchase the Subscriber Paid versions of FirstNet Mobile Plans. To the extent that any of the Equipment referenced in Table 3.3 is discontinued, AT&T will make available to Participant substantially similar replacement equipment and pricing. The make and model of such replacement Equipment will be determined in AT&T's sole discretion and may vary throughout the term of this Agreement.

EQUIPMENT	PRICE	CONDITIONS
iPhone 6S 32GB	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher on such device.
iPhone 7 32GB	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher on such device.
iPhone 8 64GB	\$149.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher on such device.
Galaxy S7 32GB	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher on such device.
Galaxy S8 64GB	\$99.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher on such device.
Galaxy S8 Active 64GB	\$219.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher on such device.
Galaxy S8 Plus 64GB	\$219.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher on such device.
XP7* 16GB	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher on such device.
Kyocera DURA FORCE XD (E6790) 16GB	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher on such device.
Kyocera DURA XE (E4710) 8GB	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Voice Only Plan with an MSC of \$22.00 or higher on such device.

XP5/XP5S	\$49.99	Device must be activated with new Service or qualified upgrade on a FirstNet ePTT Plan with an MSC of \$22.00 on such device.
XP5/XP5S	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Voice Only Plan with an MSC of \$31.00 or higher on such device.
VELOCITY 2	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Data Only Plan with an MSC of \$22.00 or higher on such device.
AT&T Velocity USB Stick	\$0.99	Device must be activated with new Service or qualified upgrade on a FirstNet Data Only Plan with an MSC of \$22.00 or higher on such device.

\*Non-Stock Device.

**3.4 Activation Credits.** Activation Credits are only available to State, and Cooperative Purchasing entities', CRUs who (a) activate Service on a qualified Plan(s) within the first one hundred eighty (180) days following the Amendment No. 6 Effective Date, and (b) are receiving Service under such Plan(s) at the time the Activation Credit is to be applied. No other CRU is eligible for an Activation Credit. CRUs activating new Service after this 180-day period are not eligible for the Activation Credit. Qualified CRUs are only eligible for one Activation Credit. The Activation Credit may take up to two billing cycles to appear on the applicable invoice.

Activation Credits	
PLAN	ACTIVATION CREDIT
FirstNet Voice Only Plan with an MSC of \$31.00 or higher	\$50.00
FirstNet Data Only Plan with an MSC of \$22.00 or higher	\$75.00
FirstNet Smartphone Plan with an MSC of \$39.00 or higher	\$150.00

**Section 4. Restatement of Agreement.** The terms and conditions of the PA, as modified by this Amendment 6, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 6 as of the Amendment 6 Effective Date.

**AT&T MOBILITY NATIONAL ACCOUNTS LLC**

By: Linda J Cottingham

Name: Linda J Cottingham

Title: Sr. Contract Manager

Date: 10/31/18

**STATE OF CONNECTICUT**

By: Carol Wilson

Name: Carol Wilson

Title: Director of Procurement

Date: 10/30/18