

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



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

Contract ID 0000000000000000000023393	Page 1 of 3
Contract Dates 10/17/2012 to 10/31/2016	Origin CPS
Description: CPS AT&T SERVICE & EQUIPMENT	Contract Maximum \$9,999,999.00
Buyer Name McIntyre,John	Buyer Phone Approved

Phone #:

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

CONTRACT TERMS AND ADDITIONAL INFORMATION

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

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

1. SCOPE: CONTRACTOR WILL PROVIDE WIRELESS VOICE SERVICE AND WIRELESS DATA SERVICE, CORRESPONDING EQUIPMENT, AND CORRESPONDING ACCESSORIES TO THE STATE UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

2. TAX EXEMPTION: UNDER THIS CONTRACT, CONTRACTOR WILL WAIVE ALL TAXES FOR WHICH THE STATE OR OTHER PARTICIPATING ENTITY PROVIDES A TAX EXEMPT CERTIFICATE.

3. ENTIRE CONTRACT: IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

- A. VERMONT CONTRACT #23393
- B. THE VERMONT ADDITIONAL TERMS AND CONDITIONS (EXHIBIT A)
- C. THE PARTICIPATING ADDENDUM (EXHIBIT C)
- D. THE WSCA AGREEMENT (EXHIBITS B)

4. TERMS: NET 30 DAYS

5. QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

6. DELIVERY: DELIVERY SHALL BE MADE BY CONTRACTOR IN ACCORDANCE WITH WSCA AGREEMENT SECTION 17. CONTRACTOR SHALL ENSURE THAT SHIPMENTS ARE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY CONTRACTOR.

7. PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

8. PERCENTAGE DISCOUNTS: THE PERCENTAGE DISCOUNTS AVAILABLE UNDER THE CONTRACT ARE SET FORTH IN THE WSCA AGREEMENT, IN GENERAL, AND SUBJET TO THE TERMS AND CONDITIONS OF THE WSC AGREEMENT, THOSE DISCOUNTS ARE AS FOLLOWS;

- A. MONTHLY SERVICE CHAGE DISCOUNT FOR CRUS - 25%
- B. MONTHLY SERVICE CHARGE DISCOUNT FOR IRUS - 17%
- C. EQUIPMENT DISCOUNT - 50%

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Phone #:

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D.		ACCESSORIES DISCOUNT - 30%				

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

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

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

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

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

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

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

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

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

18. CONTRACTOR'S CONTACT FOR SERVICE:

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

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

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

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JOHN McINTYRE
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
john.mcintyre@state.vt.us

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

State of Vermont
Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms
Cooperative Procurements
for Contract # 23393
Exhibit A

1. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
2. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of exiting appropriation authority.
3. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State.
The Contractor shall be obligated to defend, indemnify and hold harmless the State in accordance with WSCA Agreement Sections 25 and 32.
4. **Insurance:** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.

Workers Compensation: With respect to all operations performed, the contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.

5. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
6. **No Gifts or Gratuities:** Contractor shall not give title, or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.
7. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

PARTICIPANT: State of Vermont

This Participating Addendum (the "PA") is made this 3rd day of June, 2013 (the "PA Effective Date"), between the State of Vermont ("Participant" or "State"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

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

1.2 Participant wants to participate in the Master Service Agreement pursuant to the terms and conditions of the PA.

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

Section 3. Authorized Participating Entities. Participant hereby designates the State of Vermont and the following other entities as authorized Participating Entities under the Agreement: (a) all State, local and municipal government agencies in the State of Vermont; (b) towns and schools of the State of Vermont; (c) political subdivisions and independent colleges of the State; and (d) the University of Vermont and the Vermont State Colleges, Inc., a separate corporation having under its jurisdiction Castleton State College, Johnson State College, Lyndon State College, Community College of Vermont, and the Vermont Technical College.

Section 4. Purchase Orders. Participating Entities must issue purchase orders hereunder that reference both Master Service Agreement #1907 the PA, and the State of Vermont Contract #23393. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the State of Vermont Contract #23393, the Master Service Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such purchase order was properly authorized and intended for use with the PA. In such instances, the corresponding purchase order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

Section 5. Primary Contacts.

Participant:

Name: John McIntyre
Title: Purchasing Agent
Address: 10 Baldwin Street
Montpelier, VT 05633-7501
Telephone: (802) 828-2210
Fax Number: (802) 828-2222
E-Mail: john.mcintyre@state.vt.us

Lead State:

Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Suite 300
Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188
E-Mail: tsmith@admin.nv.gov

Contractor Account Team:

Name: Chad Diskin
Title: AT&T Mobility
Address: 3108 Vestal Parkway E
Suite 1
Vestal, NY 13850
Telephone: (607) 768-6900
Fax Number: (607) 797-1809
E-Mail: chad.diskin@att.com

Contractor Main:

Name: Twila Lively
Title: Manager, Sales Operations
Address: 2600 Camino Road
San Ramon, CA 94583
Telephone: (925) 487-9945
Fax Number: (510) 261-2155
E-Mail: twilalively@att.com

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

Section 7. Miscellaneous.

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

7.2 Employee Benefit Program. Participating Entities acknowledge that the Employee Benefit Program is available to Participating Entities' Employees, and that they will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 8. Notice of Administration Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

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

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

Section 11. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

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

STATE OF VERMONT

By: *Deborah Damore*
duly authorized

Name: Deborah Damore

Title: Director, Purchasing & Contracting

Date: 6/4/13

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: *Mark Flister*
duly authorized

Name: Mark Flister

Title: Sr. Contract Manager

Date: JUNE 3rd, 2013