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GOVERNOR



SARAH ALLEN
ADMINISTRATOR

BONNIE KAHAKUI
ADMINISTRATOR

STATE OF HAWAII
STATE PROCUREMENT OFFICE

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December 10, 2020

TO: Executive Departments/Agencies City and County of Honolulu
Department of Education Honolulu City Council
Hawaii Health Systems Corporation Honolulu Board of Water Supply
Office of Hawaiian Affairs Honolulu Authority for Rapid Transportation
University of Hawaii County of Hawaii
Public Charter School Commission Hawaii County Council
and Schools County of Hawaii – Department of Water Supply
House of Representatives County of Maui
Senate Maui County Council
Judiciary County of Maui – Department of Water Supply
County of Kauai
Kauai County Council
County of Kauai – Department of Water

FROM: For Sarah Allen, Administrator

A handwritten signature in blue ink, appearing to read "Bonnie A. Kahakui".

SUBJECT: **Change No. 18**
SPO Vendor List Contract No. 13-07
NASPO ValuePoint Wireless Communication & Equipment – Statewide
RFP No. 1907
Expires: March 31, 2021

The following changes have been made to the vendor list contract:

1. The contract is extended to March 31, 2021 or until the new contract is in place. No new product additions are allowed during this extension period.
2. The contact information for HHSC is updated.
3. The contact information for T-Mobile is updated.

The current vendor list contract incorporating Change No. 18 is available on the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

If you have any questions, please contact Lori Cervantes at (808) 587-3355 or email lori.m.cervantes@hawaii.gov.

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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Vendor List Contract No. 13-07
Replaces SPO VL Contract No. 08-10
Includes Change No. 18
Effective: 12/10/2020

THIS VENDOR LIST CONTRACT IS FOR AUTHORIZED BUSINESS USE ONLY

**NASPO VALUEPOINT
WIRELESS COMMUNICATION & EQUIPMENT - STATEWIDE**

(RFP NO. 1907)

November 1, 2012, to March 31, 2021

INFORMATION ON NASPO VALUEPOINT

The NASPO ValuePoint Cooperative Purchasing Organization is a multi-state contracting consortium of state governments, including local governments, of which the State of Hawaii is a member. The NASPO ValuePoint Purchasing Organization seeks to achieve price discounts by combining the requirements of multi-state governmental agencies, and cost-effective and efficient acquisition of quality products and services.

The State of Nevada is the current lead agency and contract administrator for the NASPO ValuePoint Wireless Communication & Equipment contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization, LLC and contracts were awarded to four qualified Contractors. The State of Hawaii has signed a Participating Addendum with all six (6) Contractors.

The Wireless Voice Service, Wireless Broadband Service, Accessories, and Equipment contract includes but is not limited to wireless transmission of voice, data and/or video content; optional messaging, two-way radio, wireless internet access or other related communications; and/or wireless data transmission services. Wireless communication equipment, accessories, and devices are included, as well as the related maintenance and support services. Accessories include but is not limited to a cell phone: antennas, signal boosters, batteries, chargers, hands-free [excluding Bluetooth], phone cases and covers, data cables, memory, replacements parts, keyboards, Bluetooth headsets, and car kits, and ADA/Assistive cell phone devices and accessories.

For additional information on this contract, visit the NASPO ValuePoint website at <https://www.naspovaluepoint.org/portfolio/wireless-communication-equipment-2012-2020/>.



PARTICIPATING JURISDICTIONS listed below have signed a cooperative agreement with the SPO and are authorized to utilize this vendor list contract.

Executive Departments/Agencies	City and County of Honolulu
Department of Education	Honolulu City Council
Hawaii Health Systems Corporation	Honolulu Board of Water Supply
Office of Hawaiian Affairs	Honolulu Authority for Rapid Transportation
University of Hawaii	County of Hawaii
Public Charter School Commission and Schools	Hawaii County Council
House of Representatives	County of Hawaii – Department of Water Supply
Senate	County of Maui
Judiciary	Maui County Council
	County of Maui – Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai – Department of Water

The participating jurisdictions are not required but may purchase from this vendor list contract, and requests for exceptions from the contract are not required. Participating jurisdictions are allowed to purchase from other contractors, however, HRS chapter 103D and the procurement rules apply to purchases using the applicable procurement method and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources will be at the discretion of the participating jurisdiction.

POINTS OF CONTACT. Questions regarding the products listed, ordering, pricing, and status should be directed to the Contractor(s).

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name	Phone	Fax	E-mail
Executive	Lori Cervantes	587-3355	586-0570	lori.m.cervantes@hawaii.gov
DOE	Procurement Staff	675-0130	675-0133	DOEProcure@notes.k12.hi.us
HHSC	Nancy Delima	359-0994		ndelima@hhsc.org
OHA	Phyllis Ono-Evangelista	594-1833	594-1865	phylliso@oha.org
UH	Karlee Hisashima	956-8687	956-2093	karlee@hawaii.edu
Public Charter School Commission and Schools	Danny Vasconcellos	586-3775	586-3776	danny.vasconcellos@spcsc.hawaii.gov
House	Brian Takeshita	586-6423	586-6401	takeshita@capitol.hawaii.gov
Senate	Carol Taniguchi	586-6720	586-6719	c.taniguchi@capitol.hawaii.gov
Judiciary	Tritia Cruz	538-5805	538-5802	tritia.l.cruz@courts.hawaii.gov

Jurisdiction	Name	Phone	Fax	E-mail
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	bfspurchasing@honolulu.gov
Honolulu City Council	Kendall Amazaki, Jr. Nanette Saito	768-5084 768-5085	768-5011	kamazaki@honolulu.gov nsaito@honolulu.gov
Honolulu Board of Water Supply	Procurement Office	748-5071		fn_procurement@hbws.org
HART	David Ha	768-6294		dha@honolulu.gov
County of Hawaii	Diana Nakagawa	961-8440		diane.nakagawa@hawaiicounty.gov
Hawaii County Council	Diana Nakagawa	961-8440		diane.nakagawa@hawaiicounty.gov
County of Hawaii – Department of Water Supply	Ka’iulani Matsumoto	961-8050 ext. 224	961-8657	kmatsumoto@hawaiidws.org
County of Maui	Greg King	270-7830	270-7686	greg.king@co.maui.hi.us
Maui County Council	Marlene Rebugio	270-7838		marlene.rebugio@mauicounty.us
County of Maui – Department of Water Supply	Kenneth L. Bissen Holly Perdido	270-7684 270-7684	270-7136 270-7136	ken.bissen@co.maui.hi.us holly.perdido@co.maui.hi.us
County of Kauai	Ernest Barreira	241-4295	241-6297	ebarreira@kauai.gov
Kauai County Council	Lisa Ishibashi Scott Sato	241-4820 241-4810	241-6349 241-6349	lishibashi@kauai.gov ssato@kauai.gov
County of Kauai – Department of Water	Marcelino Soliz	245-5470	245-5813	msoliz@kauaiwater.org

USE OF THIS LIST CONTRACT BY NONPROFIT ORGANIZATIONS. Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO price and vendor list contracts.

A listing of these non-profit organizations is available at the SPO website: <http://spo.hawaii.gov>. Click on *For Vendors > Non-Profits > Cooperative Purchasing Program > View the list of qualifying non-profits eligible to participate in cooperative purchasing.*

If non-profit wishes to purchase from an SPO price or vendor list contract, the nonprofit must obtain approval from each Contractor (participation must be mutually agreed upon, for example). A Contractor may choose to deny participation by a nonprofit. However, if a nonprofit and Contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than an SPO price list contract vendor(s).

CONTRACTORS. The following vendors are authorized to provide Wireless Communication & Equipment. They have signed a Master Agreement with the State of Nevada and a Participating Addendum with the Hawaii State Procurement Office.

AT&T Mobility National Accounts LLC dba AT&T Mobility
Discount Cell, Inc.
Sprintcom, Inc. dba Sprint
T-Mobile USA, Inc.
Cellco Partnership dba Verizon Wireless

VENDOR CODES for annotation on purchase orders are obtainable from the *Alphabetical Vendor Edit Table* available at your department's fiscal office. Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order.

COMPLIANCE PURSUANT TO HRS §103D-310(c). Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Vendor List Contract No. 13-07. *No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.*

PURCHASING CARD (pCard). The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive department/agencies, excluding the DOE, HHSC, OHA, and UH for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

PURCHASE ORDERS may be issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, set minimum order requirements before accepting the pCard for payment or who charge its customers a transaction fee for the usage.

SPO VENDOR LIST CONTRACT NO. 13-07 AND NASPO VALUEPOINT MASTER AGREEMENT NUMBER 1907 shall be typed on purchase orders issued against this vendor list contract. For pCard purchases, the SPO Vendor List Contract No. 13-07 and the NASPO ValuePoint Master Agreement Number MA 1907 shall be notated on the appropriate transaction document.

STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE shall not exceed the following rates if the seller elects to pass on the charges to its customers. The GET is not applied to shipping or delivery charges.

County	County Surcharge Tax Rate	State GET	Max Pass-On Tax Rate	Expiration of Surcharge Tax Rate
C&C of Honolulu	0.50%	4.0%	4.7120%	12/31/2030
Hawaii	0.25%	4.0%	4.4386%	12/31/2020
County of Maui (including Molokai & Lanai)	0.0%	4.0%	4.1666%	No county surcharge
Kauai	0.50%	4.0%	4.712%	12/31/2020

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on State General Excise (GE) tax or Use Tax may be visibly passed on but are not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

PAYMENTS are to be made to the Contractor(s) remittance address. HRS §103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of the contract to make payment. Payments may also be made via pCard.

DELIVERY. Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, prepaid and allowed (with freight included in the price). If there is a special case where the inside delivery fee must be charged, the Contractor will notify the Participating Entity. Additional delivery charges will not be allowed for backorders.

VENDOR AND PRODUCT EVALUATION. Form SPO-012, for the purpose of addressing concerns about this vendor list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.

PRICE OR VENDOR LIST CONTRACT AVAILABLE ON THE INTERNET at the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

HOW TO USE THIS VENDOR LIST CONTRACT:

APPROVALS. The user shall obtain all necessary approvals prior to the acquisition of wireless communication equipment and services. **Form ICSD-001 is not required.**

ORDERS. All orders shall be placed through the contact persons listed on this vendor list contract. **Store branches or kiosks do not accept NASPO ValuePoint orders.**

COMPETITIVE QUOTES. Multiple quotes are not required but are strongly recommended for evaluation and use in determining “best value.” When soliciting for a quote, identify the NASPO ValuePoint contract and your department/agency with the State of Hawaii.

ADDITIONAL VENDOR FORMS. Some vendors may require using agencies to complete forms to input agency into their system.

WHAT’S INCLUDED IN THIS CONTRACT:

VOICE SERVICES AND SUPPORT – Wireless voice services that can include but are not limited to (depending on the plan chosen): voicemail, call forwarding, call waiting, caller ID, detailed billing, in-plan minutes, and three-way calling.

Additional services include: Per line caller ID blocking, upgrades or downgrades to service plans as needed, cancellation of service without early termination fees, and Local Number Portability (ability to switch local or wireless carriers and still retain the same phone number). Contact Contractor(s) for additional information on these services.

BROADBAND SERVICES AND SUPPORT – Wireless broadband services include data for smartphones, mobile hotspot devices, connection cards, and their corresponding plans.

ACCESSORIES, EQUIPMENT, AND DEVICES – Includes but is not limited to all equipment or devices necessary to utilize wireless services (e.g. Devices, Blue Tooth, Memory Cards, Chargers, Batteries, Battery Doors, Cases, Holsters, Pouches, Hands-Free (wired headsets), Data Cables, Covers, Silicone Skins, Stylus, LCD Protectors, Antennas, Phone Holders, Phone Straps, Car Kits, and Face Places).

ADDITIONAL INFORMATION:

TAXES. Prices are exclusive of State and Federal excise taxes.

DELIVERY. Prices for all items are F.O.B destination with all transportation and handling charges paid by the Contractor unless otherwise specified. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Contractors may have a minimum shipment amount where any order for less than the minimum shipping amount will be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order that is back ordered shall be shipped without transportation charge.

HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of hazardous material to any Buyer.

INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If the Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Contact Contractor(s) for additional information regarding return policy.

WARRANTY. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; and shall be fit for ordinary use, of good quality, with no material defects. The contractor shall enclose all warranty information with all equipment at the time of delivery/shipment and provide additional warranty information as requested. Contact Contractor(s) for additional information regarding manufacturer warranty and additional warranty information.

AT&T Mobility II LLC dba AT&T Mobility



ADDRESS

Business Address:
500 Ala Moana Blvd.
One Waterfront Plaza, 2nd Floor
Honolulu, HI 96813

Remittance Address: (Reference Invoice)
AT&T Mobility
P.O. Box 6463
Chicago, IL 60197

SEND PURCHASE ORDERS TO:

Preferred Methods:
Email PO to: at246k@att.com
Fax PO to: 1-866-488-3894

AT&T Mobility
Attn: Ailene Tanaka
500 Ala Moana Blvd.
One Waterfront Plaza, 2nd Floor
Honolulu, HI 96813

CONTACT INFORMATION

Primary Contact: Ailene Tanaka
Email: at246k@att.com
Web site: Click [here](#).

Direct Line: (808) 352-4639

Login: WSCA3 Password: Contract3

FIRSTNET PRIMARY CONTACT

Primary Contact: Liz Gregg
Email: liz.gregg@att.com

Direct Line: (808) 219-8797
Mobile: (808) 936-2001

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- Use NASPO Contract Number: S1907

STATE AND LOCAL GOVERNMENT PRIMARY USERS
 Exclusively for state and local government public safety
 entities and their Agency Paid users

Mobile-Pooled & Mobile-Unlimited Plans

NOW AVAILABLE ON THE FIRSTNET EVOLVED PACKET CORE*

Get talk, text and flexible pooled or unlimited data

All FirstNet Mobile-Pooled & Mobile-Unlimited plans include:

<ul style="list-style-type: none"> Unlimited talk & text on smartphones & feature phones in the U.S. and its territories Unlimited Talk & Text to and in Canada & Mexico¹ No roaming charges in U.S. territories, Canada and Mexico 	<ul style="list-style-type: none"> Choice of pooled or unlimited data to fit your agency's budget and needs Available for use with subsidized and unsubsidized devices (availability of subsidized devices varies by customer and location) First Priority™ priority and preemption capabilities² Options for connected wearables (for use on AT&T commercial core only)³
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¹Pay-per-use rates apply to calls made to all other countries.

²First Priority™ enables (a) priority access to the AT&T domestic 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core; (b) preemption of other lower priority users' use of such network; and (c) prioritized treatment of select data traffic transmitted over such network. **Usage of First Priority™ data prioritization feature on any FirstNet Mobile-Unlimited Plan may not exceed 22GB a month for three consecutive months; AT&T reserves the right to require customer to move to a FirstNet Mobile-Pooled Plan if usage exceeds this limitation.** First Priority™ requires a 4G LTE-compatible, FirstNet Capable device provisioned with an Approved Business Application using a FirstNet Trio Subscriber Identification Module (SIM card). Limited to Approved Business Application data traffic originated on and traversing over the AT&T 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. Customers using an AT&T SIM card on the AT&T commercial core will have the priority and preemption capabilities of AT&T Dynamic Traffic Management—Public Safety.

³Connected Wearable: is a wireless phone designed to be worn that is capable of making/receiving calls without being connected to another wireless device. Messaging requires compatible device. Connected Wearables have no plan usage in Canada and Mexico. Pay-per-use roaming rates apply. Select connected wearables do not have international roaming capabilities.

FirstNet Mobile-Pooled Plans

Data added is cumulative to the total data available for the group		Add-a-Line ⁵	2GB	5GB	50GB	100GB	500GB	1000GB
Pooled data for smartphones per month	For use with an unsubsidized device ¹	\$19	\$28.50	\$41	\$227	\$412	\$1,917	\$3,682
	For use with a subsidized device ²	\$39	\$48.50	\$61	\$247	\$432	\$1,937	\$3,702
Pooled data for feature phones ³ per month	For use with an unsubsidized device ¹	\$10.99**						
	For use with a subsidized device ²	\$22.99**						
Pooled data for data-only devices ⁴ per month	For use with an unsubsidized device ¹	\$12	\$21.50	\$34 ⁶	\$220	\$405	\$1,910	\$3,675
	For use with a subsidized device ²	\$22	\$31.50	\$44 ⁶	\$230	\$415	\$1,920	\$3,685
Pooled data for connected wearables per month	For use with an unsubsidized device ¹	\$10 ⁷						
	For use with a subsidized device ²	\$20 ⁷						

Data Overview: Pay-per-use rate of \$0.000009536/KB applies.

¹ Available with device purchased at full price or with a qualified installment agreement, or other customer-owned or customer-provided devices. ² Available with device purchased at subsidized price. After two years, plan price reverts to rate associated with the plan for use with an unsubsidized device. Some customers purchasing a subsidized device under a term commitment may incur a fee for early termination. ³ For basic and quick messaging phones only. ⁴ Eligible data-only devices: Tablets, Connected Devices, laptops, LaptopConnect/aircards, netbooks, mobile hotspot devices, and select other data-only devices. Connected Devices: Cameras and select other data-only connected devices. ⁵ Add-a-Line: A 0GB plan that adds a user to the pool of data but does not add additional data. ⁶ A 10GB FirstNet Mobile - Pooled Data plan for data-only devices is available for \$55 per month (for use with an unsubsidized device) and \$65 per month (for use with a subsidized device). ⁷Includes 250MB of pooled data.

FirstNet Mobile-Unlimited Plans

Unlimited enhanced for smartphones	Unlimited talk, text, data, mobile hotspot & tethering	\$44.99/mo.**
Unlimited standard for smartphones	Unlimited talk, text & data	\$39.99/mo.**
Unlimited for data-only devices ¹	Unlimited data, mobile hotspot & tethering	\$40/mo.
Unlimited for connected wearables	Unlimited talk, text & data	\$25/mo.

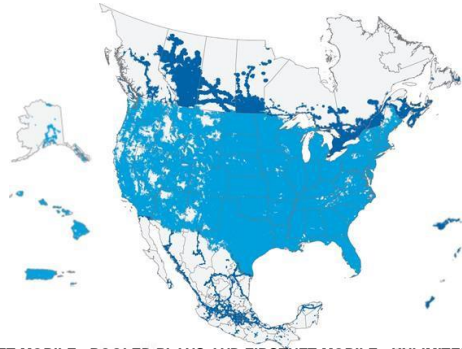
¹Eligible data-only devices: Tablets, laptops, LaptopConnect/aircards, netbooks, mobile hotspot devices, and select other data-only devices. Exclusions apply; see Plan terms and conditions for details.

FirstNet Mobile-Unlimited plans do not pool with FirstNet Mobile-Pooled plans.

*FirstNet-Mobile Pooled & Unlimited plans are also available for use on the AT&T commercial core, rather than on the FirstNet Evolved Packet Core, for customers that have a demonstrated need for capabilities that are currently only available on the AT&T commercial core or have non-FirstNet Compatible equipment that cannot be immediately replaced. Customers using the AT&T commercial core will have different coverage and network capabilities than customers using the FirstNet Evolved Packet Core; for example, First Priority™ is only available on the FirstNet Evolved Packet Core. Customers using the AT&T commercial core may be required to migrate to the FirstNet Evolved Packet Core at an appropriate time. See Important Terms: AT&T Commercial Core for details.

**Net price of the Plan appearing on customer's bill after a credit has been applied.

IMPORTANT TERMS: FIRSTNET EVOLVED PACKET CORE



- FirstNet Domestic Coverage
- International Coverage
- No Service Area

Map depicts an approximation of outdoor coverage. Actual coverage may differ. Coverage subject to change at any time without notice. Coverage and service not available everywhere. For most current coverage info, check www.firstnet.com/coverage

FIRSTNET MOBILE - POOLED PLANS AND FIRSTNET MOBILE - UNLIMITED PLANS FOR STATE AND LOCAL GOVERNMENT (FirstNet Evolved Packet Core): Require a FirstNet Capable device provisioned with a FirstNet Trio SIM card. **Eligibility:** The above FirstNet Mobile Plans are available only to state and local government Public Safety Entities that are Primary Users having a qualified Government Agreement. The plans are intended for use solely by Agency Paid Users. **Definitions: Public Safety Entities** are entities authorized by the First Responder Network Authority to obtain services under the FirstNet program. **Primary Users** are those Public Safety Entities that act as first responders, i.e., those entities whose primary mission and job function is to provide services to the public in the area of law enforcement, fire protection, emergency medical services, emergency management and emergency call (911) dispatching. **Extended Primary Users** are those Public Safety Entities that are not Primary Users, but who may be called upon to support Primary Users during the time of an emergency of its aftermath. **Agency Paid Users** are individual employees and contractors of a Public Safety Entity who are granted access to a FirstNet Mobile plan for which the Public Safety Entity is financially responsible. A **Government Agreement** is a qualified AT&T wireless service agreement between AT&T and a state and local government Public Safety Entity eligible to participate in the FirstNet program. Plans are subject to the terms of the Government Agreement and, when incorporated into the Government Agreement, the AT&T FirstNet Solution Service Guide.

FirstNet Evolved Packet Core Limitations: The FirstNet Evolved Packet Core is designed primarily for domestic use by Public Safety Entities, with planned additional capabilities for Wi-Fi-calling, wearables, Public Static IP Addressing, Advanced Messaging and international voice and data roaming capabilities outside of Mexico and Canada. These features will be supported in the future. See www.firstnet.com/features for details. **International Roaming Blocking Feature:** All FirstNet Mobile plans are provisioned with the International Roaming Blocking Feature. Customer must remove the feature to roam in international locations other than Canada and Mexico. There is no charge to remove this feature, but international roaming outside of Canada and Mexico will be subject to additional charges. When available, international roaming will require purchase of an international plan (sold separately). See www.firstnet.com/firstnetinternational for details. **Pricing:** Prices are for service only. **Plan Discounts:** Customers with the First Net Mobile Pooled data for feature phones plan are eligible for a monthly \$8.01 discount off the \$31 per month plan charge for subsidized device and \$8.01 discount off the \$19 per month plan charge for non-subsidized device; customers with the FirstNet Mobile – Unlimited smartphone plan are eligible for a monthly \$10.01 discount off of the \$50 per month plan charge; and customers with the FirstNet Mobile – Unlimited with Tethering smartphone plan are eligible for a monthly \$15.01 discount off of the \$60 per month plan charge. If you are eligible for a plan discount, it will be applied via a monthly bill credit. **Devices:** Sold separately. **Devices must be FirstNet Capable.** Installation plan charges and other device purchase costs are extra. A limit on the number of financed devices per wireless account may apply. **FirstNet Mobile Plan Discounts:** The monthly service charges of FirstNet Mobile–Pooled Plans for use with an unsubsidized device are discounted by \$20 per month as compared to the standard monthly service charges of plans for smartphones used with a subsidized device; FirstNet Mobile–Pooled Plans for feature phones and data devices are similarly discounted by \$12 per month and \$10 per month, respectively. The FirstNet Mobile—Pooled Plan discount will appear on Customer's bill. FirstNet Mobile—Unlimited plans are not discounted. **NO OTHER DISCOUNTS IN THE GOVERNMENT AGREEMENT APPLY.** **Loss of Monthly Service Charge Discount:** If Customer upgrades to a subsidized smartphone, feature phone or data device, Customer will lose the applicable plan discount for that Agency Paid User.

DATA: For use in the United States, Puerto Rico and U.S. Virgin Islands (the "Domestic Coverage Area" or "DCA"), other U.S. Territories, Canada and Mexico. Additional or promotional data may not be available for use outside the DCA. See att.com/broadbandinfo for details on AT&T network management policies. **Canada and Mexico Service Restrictions:** Plan usage not available in Canada and Mexico on Connected Devices. Pay-per-use roaming rates will apply on these devices.

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

FirstNet Mobile – Pooled Plans: Within a single Billing Account Number (BAN), Agencies activated on separate FirstNet Mobile–Pooled Plans are combined to create a "Data Pool." Every billing cycle, each Agency Paid User first uses his or her plan's included data allotment ("Data Allowance"), if any. If an Agency Paid User does not use all of the plan's Data Allowance, it creates an underage in the amount of the unused Data Allowance (Under Usage). If an Agency Paid User uses more than the plan's Data Allowance (e.g., any Agency Paid User with a 0GB plan), the Agency Paid User incurs Data Overage charges in the amount of the excess data usage (Over Usage). At the end of the billing cycle, AT&T calculates the total Under Usage amounts for Agency Paid User lines in the Data Pool and the total Over Usage amounts for Agency Paid User lines in the Data Pool and then compares the two totals. If the total Under Usage amount exceeds the total Over Usage amount, the excess Under Usage is allocated among each Agency Paid User in the Data Pool with Over Usage, resulting in per line credits on Customer's invoice equal to each such Agency Paid User line's Data Overage charges. Any remaining excess Under Usage will be forfeited. If the total Under Usage is more than zero and if the total Over Usage amount exceeds the total Under Usage amount then the Under Usage is divided by the Over Usage to create an allocation factor that is applied equally to each Agency Paid User's Data Overage charges to determine each such Agency Paid User's share of the total Under Usage amount, resulting in per line credits on Customer's invoice to partially offset each such Agency Paid User's Data Overage charges. For example, if a Data Pool has 100 KB of Under Usage and 1000 KB of Over Usage (which means an allocation factor of 10%), then Customer's invoice will show, with respect to each Agency Paid User line with Over Usage, both (a) the Agency Paid User's Data Overage charges for the Over Usage at the specified Data Overage rate, and (b) a bill credit equal to 10% of the Agency Paid User's Data Overage charges. Changing or migrating Agency Paid User lines to FirstNet Mobile–Pooled Plans during a bill cycle may result in one-time prorations or other minor impacts to the credit calculation. If Customer's organization's Foundation Account Number has multiple BANs, Customer may have more than one BAN specific Data Pool; however, Agency Paid User Lines in one Data Pool cannot take advantage of another Data Pool's Under Usage, and each Agency Paid User line can only be part of one Data Pool at a time. AT&T reserves the right to limit the number of Agency Paid User lines in a Data Pool due to business needs and system limitations. **Data Overage:** If Customer exceeds the total amount of data in the Data Pool during a billing period, a pay-per-use rate of \$0.00009536 per kilobyte ("KB") will apply. 1,024 KB = 1 megabyte ("MB"); 1,048,576 KB = 1 gigabyte ("GB").

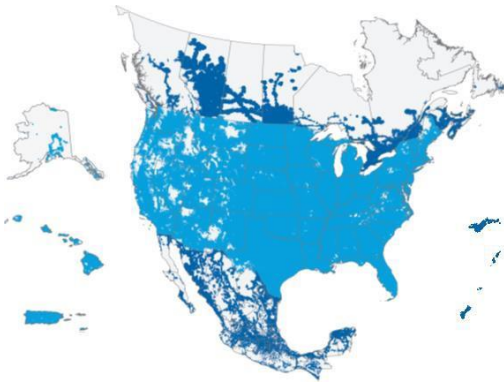
UNLIMITED TALK: For phones only. Includes unlimited calls within the DCA and other U.S. Territories (some plans also include calls within Canada and Mexico). **Unlimited Talk to Canada and Mexico:** For phones only. Includes unlimited International Long Distance (ILD) calling from the Domestic Coverage Area to Canada and Mexico only. Customer may be charged for calls to special or premium service numbers. **Calls to Other Countries:** Plans for phones also include ILD calling from the DCA, other U.S. Territories, Canada and Mexico to countries other than Canada & Mexico. Per minute pay-per-use rates apply unless an ILD service package is added to the line placing such calls. Rates subject to change without notice. For rates, see att.com/worldconnect.

UNLIMITED TEXT: Standard Messaging – For phones only. Includes unlimited number of messages up to 1MB in size within and from the DCA and other U.S. Territories (plans for smartphones and feature phones also include messaging within and from Canada and Mexico) to more than 190 countries for text messages and 120 countries for picture and video messages. AT&T may add, change, and remove included countries at its discretion without notice. Messages sent through applications may incur data or other charges. Visit att.com/text2world for details.

FIRST PRIORITY™: Feature provides prioritization of select data, priority access to available network resources, and preemption capability. **Requirements:** Agency Paid User Lines must have a qualified FirstNet Mobile data plan and a 4G LTE- compatible, FirstNet Capable device provisioned with an Approved Business Application. **Pricing:** No additional charge for Primary User Public Safety Entity Agency Paid User lines. **Data Prioritization Usage Limitation:** For FirstNet Mobile–Unlimited Plans, as set forth above. **Approved Business Applications:** Approved Business Applications are limited to applications directly related to the primary missions of Public Safety Entities. These include applications provided under the FirstNet agreement, including the App Catalog, and specifically exclude consumer oriented applications such as, but not limited to video streaming. Plans must be selected which support the type of application, such as Machine to Machine Plans for machine to machine applications, and are subject to the terms of those plans. To help maximize the performance of the network for all public safety users, Approved Business Applications utilizing video should be streamed at a resolution of 480p. Use of plans intended for Approved Business Applications exclude continuous unattended mobile video transmission applications. **Limitations:** Feature is available only in the DCA (excluding other U.S. Territories) and only for Customer's Approved Business Application data traffic originated on and traversing over the AT&T domestic 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. Feature may not be used for Internet traffic other than Customer's Approved Business Application data traffic. **Data Prioritization:** Feature does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic; other traffic may have the same or higher prioritization. **Priority Access:** Feature provides priority access to the available network resources of the AT&T domestic 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. **Preemption Capability:** In conjunction with priority access, grants Customer and its Agency Paid Users the ability to remove or reassign active sessions from other lower priority users' use of the AT&T domestic 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core when network resources are scarce or occupied. Preemption capability is provisioned as a standard feature on Agency Paid Users' network profile. Available network resources may vary by circumstances and network demands. **First Priority™ Uplift Management:** Provides Primary User Public Safety Entities' designated and authorized communications managers the ability to modify the relative priority and preemption capabilities of the Authorized Users of both Primary User and Extended Primary User Public Safety Entities provisioned with First Priority for a period of up to 24 hours through the use of the First Priority™ Uplift Management portal. **Termination or Suspension:** AT&T reserves the right to terminate, suspend or restrict the feature if use is inconsistent with applicable terms and conditions; the Government Agreement; or Service Guide (if applicable).

GENERAL WIRELESS SERVICE TERMS: Subject to applicable Government Agreement. Service is not for resale. Other restrictions apply and may result in service termination. If Customer purchased a subsidized device that requires a term commitment, an **Early Termination/Cancellation Fee** applies if Customer cancels Agency Paid User service after the first 30 days and before the Agency Paid User Line service term ends. See att.com/equipmentETF for details on what fee may apply to device and how the fee is prorated over time. Activation/upgrade fee per line (up to \$45) and deposit may apply. Credit approval may be required. AT&T reserves the right to suspend or terminate service to Customer's account, place any non-complying device on an appropriate plan, and/or add any other required element of a plan. **Other Monthly Charges:** Apply per line and may include taxes, federal/state universal service charges, a Regulatory Cost Recovery Charge (up to \$1.25), a gross receipts surcharge, an Administrative Fee, and other governmental assessments (including w/out limitation a Property Tax Allotment surcharge of \$0.20 – \$0.45 applied per Agency Paid User's assigned number), which are not government-required charges. **Pricing, fees, promotions, options, restrictions and terms subject to change and may be modified, discontinued or terminated at any time without notice. Invoicing Limitation:** FirstNet plans are not eligible for combined (wireless/wireline) billing. **Coverage:** Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info, check www.firstnet.com/coverage. Coverage may include areas served by unaffiliated carriers and not on AT&T's owned and operated network (off-net). Arrangements with these carriers may change from time to time, and coverage is subject to change without notice.

IMPORTANT INFORMATION: AT&T COMMERCIAL CORE



- AT&T Domestic Coverage
- International Coverage
- No Service Area

Map depicts an approximation of outdoor coverage. Actual coverage may differ. Coverage subject to change at any time without notice. Coverage and service not available everywhere. For most current coverage info, check wireless.att.com/coverageviewer

FIRSTNET MOBILE - POOLED PLANS AND FIRSTNET MOBILE - UNLIMITED PLANS FOR STATE AND LOCAL GOVERNMENT (AT&T commercial core): Require a device provisioned with an AT&T SIM card. **Eligibility & Definitions:** Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core). **FirstNet Evolved Packet Core Limitations:** Not applicable. **International Roaming Blocking Feature:** All FirstNet Mobile plans are provisioned with the International Roaming Blocking Feature. Customer must remove the feature to roam in international locations other than Canada and Mexico. There is no charge to remove this feature, but international roaming outside of Canada and Mexico is subject to additional charges. International roaming requires purchase of an international plan (sold separately). See www.firstnet.com/firstnetinternational for details.

GOVERNMENT AGREEMENT: Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core). **Pricing:** Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core). **Plan Discounts:** same as the terms and conditions for FirstNet-Mobile plans (FirstNet Evolved Packet Core). **Devices:** Sold separately. See www.firstnet.com/wearables for current list of connected wearables. Require a device provisioned with an AT&T SIM card. Installation plan charges and other device purchase costs are extra. A limit on the number of financed devices per wireless account may apply. **FirstNet Mobile—Pooled Plan Discounts:** Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core). **Loss of Monthly Service Charge Discount:** Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core).

DATA: Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core). **Canada and Mexico Service Restrictions:** Plan usage not available in Canada and Mexico on Connected Devices. Pay-per-use roaming rates will apply on these devices.

FirstNet Mobile - Unlimited Plans: Unlimited plans do not pool. **Customer's usage of AT&T Dynamic Traffic Management—Public Safety data prioritization feature on any FirstNet Mobile—Unlimited Plan may not exceed 22GB a month for three consecutive months; AT&T reserves the right to require Customer to move to a FirstNet Mobile—Pooled Plan if usage exceeds this limitation. AT&T may proactively reassign Customer to a FirstNet Mobile—Pooled Plan upon notice to Customer, unless prohibited under the Government Agreement or regulation. Exclusions:** FirstNet Mobile- Unlimited Plans may not be used with any device or equipment that is intended to, or is used to, establish a continuous, unattended connection to the AT&T network, including, but not limited to, automatic data feeds, mobile video transmissions, and automated machine-to-machine connections. **FirstNet Mobile – Pooled Plans:** Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core).

UNLIMITED TALK: Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core) and includes Connected Wearables. **Unlimited Talk to Canada and Mexico:** Same as the terms and conditions for the FirstNet- Mobile Plans (FirstNet Evolved Packet Core) and includes Connected Wearables. **Calls to Other Countries:** Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core) and includes Connected Wearables.

UNLIMITED TEXT: Standard Messaging – Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core) and includes Connected Wearables. **Advanced Messaging –** For customers with Advanced Messaging capable devices only. Both sender and recipient(s) must be AT&T postpaid wireless customers with HD Voice accounts, and both must have their advanced messaging capable devices turned on and be within AT&T's owned and operated network within the DCA (third party coverage and use in Canada and Mexico are excluded). Includes unlimited number of messages up to 10MB in size. Additional restrictions apply and can be found at att.com/advancedmessaging. Pay-per-use roaming rates will apply on these devices.

AT&T DYNAMIC TRAFFIC MANAGEMENT—PUBLIC SAFETY: Feature provides select prioritization of data, priority access to available network resources, and preemption capability. **Requirements:** Agency Paid User Lines must have a qualified FirstNet Mobile data plan and a 4G LTE-compatible device provisioned with an Approved Business Application. **Pricing:** \$0 (\$15 billed surcharge per Agency Paid User is credited back each month for a net price of \$0). Surcharge not prorated. **Data Prioritization Usage Limitation:** For FirstNet Mobile--Unlimited Plans, as set forth above. **Approved Business Applications:** Approved Business Applications are limited to applications directly related to the primary missions of Public Safety Entities. These include applications provided under the FirstNet agreement, including the App Catalog, and specifically exclude consumer oriented applications such as, but not limited to video streaming. Plans must be selected which support the type of application, such as Machine to Machine Plans for machine to machine applications, and are subject to the terms of those plan. To help maximize the performance of the network for all public safety users, Approved Business Applications utilizing video should be streamed at a resolution of 480p. Use of plans intended for Approved Business Applications exclude continuous unattended mobile video transmission applications. **Limitations:** Feature is available only in the DCA (excluding other U.S. Territories) and only for Customer's Approved Business Application data traffic originated on and traversing over the AT&T domestic 4G LTE network. Feature may not be used for Internet traffic other than Customer's Approved Business Application data traffic. **Data Prioritization:** Feature does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic; other traffic may have the same or higher prioritization. **Priority Access:** Feature provides priority access to available AT&T 4G LTE network resources. **Preemption Capability:** In conjunction with priority access, grants Customer and its Agency Paid Users the ability to remove or reassign active sessions from other lower priority users' use of the AT&T-owned domestic 4G LTE network when network resources are scarce or occupied. Preemption capability is provisioned as a standard feature on Agency Paid Users' network profile. Available network resources may vary by circumstances and network demands. **Termination or Suspension:** AT&T reserves the right to terminate, suspend or restrict the feature if use is inconsistent with applicable terms and conditions; the Government Agreement; or Service Guide (if applicable).

GENERAL WIRELESS SERVICE TERMS: Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core). **Other Monthly Charges:** Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core). **Invoicing:** Same as the terms and conditions for the FirstNet-Mobile Plans (FirstNet Evolved Packet Core). **Coverage:** Coverage in Canada and Mexico differs from the coverage available with the FirstNet Evolved Packet Core. Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info, check wireless.att.com/coverageviewer. Coverage may include areas served by unaffiliated carriers and not on AT&T's owned and operated network (off-net). Arrangements with these carriers may change from time to time, and coverage is subject to change without notice.

DiscountCell, Inc.



ADDRESS

Business & Remittance Address:

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350 West 500 South
Provo, UT 84601

CONTACT INFORMATION

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Phone: (801) 235-9809

Email: corp@discountcell.com

Fax: (801) 705-0324

Web site: <http://www.discountcell.com/wsca>

Company Code: WSCA Chose State & Type of Purchase

-
- **Cell Phone & Tablet Accessories Only**
 - No minimum order surcharges
 - Free freight on economy shipping

T-Mobile USA, Inc.



ADDRESS

Business Address:
3375 Koapaka Street, Suite G300
Honolulu, HI 96813-1869

Remittance Address: (Reference Invoice)
T-Mobile
P.O. Box 742596
Cincinnati, OH 45274-2596

T-Mobile
P.O. Box 51843
Los Angeles, CA 90051-6143

Payment by phone: 1 (800) 375-1126

SEND PURCHASE ORDERS TO:

T-Mobile USA, Inc.
Attn: Alex McIntosh
Email: Alexander.k.mcintosh@t-mobile.com

CONTACT INFORMATION

NEW SERVICE OR ACCOUNT QUESTIONS:

Contact: Alex McIntosh *Phone:* (808) 847-9656
Email: Alexander.k.mcintosh@t-mobile.com *Cell:* (808) 782-8502

Contact: Rick Renado *Phone:* (808) 979-5003
Email: Rick.renado1@t-mobile.com

EXISTING ACCOUNT OR BILLING QUESTIONS:

Contact: Business Care *Phone:* 1 (800) 375-1126

ESCALATION:

Contact: Carl Done *Phone:* (425) 281-6282
Email: Carl.Done@T-Mobile.com

Cellco Partnership dba Verizon Wireless



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Remittance Address:
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Dallas, TX 75266-0108

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Steven Schutte
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