

**AMENDMENT No. 14 TO
GEORGIA TECHNOLOGY AUTHORITY
ENTERPRISE AGREEMENT FOR
SERVICES AND DEVICES TO PROVIDE THE SERVICE
CONTRACT NUMBER 9800-GTA794-A**

This Amendment No. 14 is made this 17 day of ^{June} 2022, by and between the **GEORGIA TECHNOLOGY AUTHORITY** (“GTA”) and **AT&T MOBILITY NATIONAL ACCOUNTS LLC** (“Contractor”).

WHEREAS, heretofore GTA entered into that certain Enterprise Agreement for Services and Devices to Provide the Service, effective December 30, 2013 and having contract number 9800-GTA794-A, as amended, with respect to certain services to be provided to GTA by Contractor, as more particularly described therein (the “Enterprise Agreement”).

WHEREAS, the Enterprise Agreement has been amended from time to time by mutual agreement of GTA and Contractor as follows::

Amendment No. 1, April 3, 2017;
Amendment No. 2, Not used/Omitted.
Amendment No. 3, June 8, 2017;
Amendment No. 4, August 17, 2017;
Amendment No. 5, February 23, 2018;
Amendment No. 6, October 25, 2018;
Amendment No. 7, July 15, 2019;
Amendment No. 8, March 1, 2020;
Amendment No. 9, April 1, 2020;
Amendment No. 10, May 1, 2020;
Amendment No. 11, June 3, 2020;
Amendment No. 12, May 1, 2021; and
Amendment No. 13, May 28, 2021.

WHEREAS, the parties wish to further amend the Enterprise Agreement to make those certain changes set forth herein Amendment No. 14.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term and Renewal. The Enterprise Agreement is hereby amended by extending the Term from July 1, 2022 until June 30, 2024. Thereafter, the Enterprise Agreement may be renewed upon mutual agreement by Contractor and GTA on a year to year basis for up to Three (3) fiscal year periods. The terms and conditions of this Enterprise Agreement shall apply during any renewals of the Term. The term of the Services and/ or Devices ordered by an Agency hereunder shall begin on receipt of a Purchase Order for each procuring Agency and end upon the completion of the

Order.

2. Fee for Administrative Services. The Enterprise Agreement is amended so that beginning July 1, 2022 Contractor agrees to and shall remit to GTA a fee for administrative services (“Fee”) as specified below. The prices stated in the Proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.

Contractor shall pay to GTA a Fee, as outlined in the below table of the total dollar amount collected from Agencies for all sales under this Enterprise Agreement during each Payment Period (excluding sales taxes and adjusted for credits or refunds). Payment for each Payment Period must be received 45 days immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of July- Sept. 2022 is due on or before November 14, 2022.) Payments are to be mailed to:

Georgia Technology
Authority 47 Trinity
Avenue, 6th Floor, Atlanta
GA 30334
Attention: Accounts Receivable

Tier	Administrative Fee
1-44,999 CRU Subscriber	1.5%
45,000 + CRU Subscribers	2.0%

*The Administrative Fee has no effect on pricing for customers purchasing under this Agreement

Payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

3. Pricing. The Enterprise Agreement is amended in Appendix C of Attachment B - AT&T’s Response to RFP 98000-GTA794, by deleting the current AT&T Price Proposal and replacing it with the AT&T Price Proposal attached here to Amendment No. 14 as Exhibit A.
4. Agency Subscription Agreement. Attachment C, Agency Subscription Agreement, included with and part of the Enterprise Agreement, is amended to expressly incorporate by reference the following: The Agency Subscription Agreement is subject to the terms and conditions of The Georgia Department of Administrative Services Form SPD-SP060 “Contracting with State Entities”. Revisions made to the Agency Subscription Agreement must be mutually agreed upon by GTA and Contractor.

5. Drug Free Work Place.

- (a) Contractor represents, warrants and covenants that it has and shall maintain substance abuse policies, in each case in conformance with GTA rules and applicable laws, including O.C.G.A. § 50-24-1 et seq., and Contractor personnel shall be subject to such policies.
- (b) Contractor will obtain from any subcontractor hired to perform services for this Enterprise Agreement the following written certification: "As part of the subcontracting agreement with Contractor, (subcontractor's name) certifies to Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this agreement pursuant to paragraph seven (7) of subsection (b) of O.C.G.A. § 50-24- 3." Contractor will provide GTA with a copy of each such certification as soon as practicable. Contractor may be suspended, terminated, or debarred if it is determined that Contractor has made false certification herein above or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

6. Sexual Harassment Prevention. The Enterprise Agreement is hereby amended to add and include the following as a new and additional section entitled "Sexual Harassment Prevention":

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment.

Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

(ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;


Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(iii) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

7. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Enterprise Agreement.
8. Successors and Assigns. This Amendment No. 14 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
9. Entire Agreement. Except as expressly modified by this Amendment No. 14, the Enterprise Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. In the event of any inconsistencies between the Enterprise Agreement and this Amendment No. 14, the terms of this Amendment No. 14 shall control. This Amendment No. 14 and the Enterprise Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 14 to be duly executed by their authorized representatives as of the date set forth above.

**AT&T MOBILITY NATIONAL
ACCOUNTS LLC**


By: 

Name: Linda J Cottingham

Title: Sr. Contract Manager

Date: 06/17/22

**GEORGIA TECHNOLOGY
AUTHORITY**

DocuSigned by:
By: 
11D69D05F85B4BB...

Name: Mark Latham

Sourcing Governance
Title: Officer

Date: 6/21/2022

EXHIBIT A**Contractor Affirmations****Scrutinized Companies – O.C.G.A. § 50-5-84**

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a “scrutinized company.” A **scrutinized company** is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. § 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.

If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

XX I certify that my company is **NOT** a “scrutinized company.”

_____ I certify that my company **IS** a “scrutinized company.”

_____ I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-84.

Vendor Name: AT&T Mobility National Accounts LLC

9800-GTA794-A

Contract Number: _____

Signed by:  _____

Email Address: LC4267@att.com

EXHIBIT B**Contractor Affirmations****Boycott of Israel - O.C.G.A. § 50-5-85**

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it has not nor will engage in a "Boycott of Israel." The State of Georgia passed a law that requires our current and future supplier certify that they will not boycott Israel in accordance with O.C.G.A. § 50-5-85.

"Supplier certifies that the Supplier is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85."

False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.

If the Supplier is engaged in or has previously participated in a boycott of Israel, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit that company to submit a bid or proposal. Any company that has engaged in a boycott of Israel desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

XX I certify that my company is **NOT** engaged in a boycott of Israel.

_____ I certify that my company **IS** engaged in a boycott of Israel.

_____ I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-85.

Vendor Name: AT&T Mobility National Accounts LLC

Contract Number: 9800-GTA794-A

Signed by: 

Email Address: LC4267@att.com

AGENCY SUBSCRIPTION AGREEMENT

AGENCY AGREEMENT UNDER ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES BETWEEN GEORGIA TECHNOLOGY AUTHORITY AND CONTRACTOR MOBILITY NATIONAL ACCOUNTS LLC

This Agency Agreement (hereinafter the “Agreement”) is entered into this _____ day of _____, 2022 (hereinafter the “Effective Date”) by and between AT&T Mobility National Accounts LLC, whose principal place of business is located at 1025 Lenox Blvd NE, Atlanta GA 30319 (hereinafter referred to as “Contractor”), and, _____, with an office at _____ (hereinafter “the “Agency”), under the Georgia Technology Authority’s (“GTA”) Enterprise Agreement for Equipment and Services No.GTA000794 dated December 30, 2013 (hereinafter the “State Contract”) to provide commercially available national, digital wireless telecommunications equipment (the “Equipment”) and services (the “Services”) to any and all State of Georgia entities, including but not limited to, departments, agencies, authorities, commissions, boards, colleges and universities, counties, cities, townships and other political subdivisions of the State of Georgia. Agency and Contractor are sometimes referred herein individually as a “Party” or collectively as the “Parties.”

1. Authority to Purchase. By signing below, the Agency represents and warrants that it is eligible and authorized to purchase Equipment and Services from the State Contract. Agency agrees upon Contractor’s request to furnish Contractor with documentation to demonstrate the Agency is authorized to purchase from the State Contract.
2. Equipment and Services. The Agency acknowledges and agrees that all purchase orders for Equipment and Service issued by the Agency pursuant tot this Agreement are subject to the terms and conditions of the State Contract. Any terms and conditions contained in a purchase order or in any acknowledgement or acceptance of a purchase order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void. In the event of a conflict between this Agreement and the State Contract, the terms and conditions of the State Contract shall have precedence.
3. Incorporation by Reference. The State Contract as may be amended from time to time, including all Attachments, is hereby incorporated by reference into this Agreement with the same force and effect as if it were given in full text.
4. GTA Not Liable for Agency Purchases. The Agency acknowledges and agrees that it shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the Agency pursuant to this Agreement.

5. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

Agency:

Contractor: AT&T Mobility National
Accounts, LLC
ATTN: Attn: Contracts/Compliance
7229 Parkway Drive
Hanover, MD 21076

6. E-Rate. Agencies who are applying for E-Rate funding will be required to sign a E-Rate Rider in addition to this Agency Agreement.

7. Contracting with State Entities. This Agency Subscription Agreement is subject to the terms and conditions of The Georgia Department of Administrative Services Form SPD-SP060 Contracting with State Entities.

8. Entire Agreement. This Agreement (and any Attachments and other documents incorporated herein, by reference or otherwise) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendments to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

Agency:

AT&T Mobility National Accounts LLC

By: _____

By: _____

Name: _____

Name:

Title: _____

Title: Sr. Contract Manager

Date: _____

Date:

AT&T Mobility Pricing-Georgia Technology Authority
AT&T Agreement ID 8658093

GOV Pooled Plans for Feature Phones

Plan Name	Minutes	Monthly list Price per Line	Overage Charge	Discounted Price per Line
Government Pooled 100	100	\$30.00	\$0.25	\$25.50
Government Pooled 400	400	\$44.00	\$0.25	\$28.99
Government Pooled 500*	500	\$49.00	\$0.25	\$29.15
Government Pooled 1000*	1000	\$70.00	\$0.25	\$59.50
Add a Line (1:2 Ration GOVP lines)	0	\$15.99	\$0.25	\$12.75

*These plans include Unlimited Text Messaging, Unlimited Mobile to Mobile, Unlimited Night and Weekends, Basic Voice Mail, Caller ID, Call Waiting and 3-Way Calling

GOV Pool Bundle Plans for Smartphones: Unlimited Data/Unlimited Text Included

Plan Name	Smartphone Data and Text	Monthly List Price per Line	Overage Rate	Discounted Price per Line
300 Minutes Pooled Bundle Unlimited N/W	UNL	\$104.00	\$0.25	\$50.00
400 Minutes Pooled Bundle Unlimited N/W	UNL	\$109.00	\$0.25	\$43.99
500 Minutes Pooled Bundle Unlimited N/W	UNL	\$114.00	\$0.25	\$49.15
1,000 Minutes Pooled Bundle Unlimited N/W	UNL	\$135.00	\$0.25	\$73.00
Add a Line (1:2 Ratio GOVP lines)	UNL	\$80.99	\$0.25	\$35.99

Unlimited Mobile to Mobile, Unlimited Night and Weekends, Basic Voice Mail, Caller ID, Call Waiting and 3-Way Calling

GOV Pool Plans with Tethering for Smartphone: Pooled, Text Data and Tethering

Plan Name	Smartphone Data and Text	Monthly List Price per Line	Overage Rate	Discounted Price per Line
400 Minutes Pooled Bundle Unlimited N/W	UNL	\$129.00	\$0.25	\$53.99
Add a Line (1:2 Ratio GOVP lines)	UNL	\$100.99	\$0.25	\$45.99

Stand-Alone, ePTT, Unlimited Voice/Data/Text Plan

Plan Name	Data Allotment	Monthly List Price per Line	Overage Rate	Discounted Price per Line
ePTT (Enhanced Push to Talk) only plan	N/A	\$30.00	N/A	\$18.99
ePTT Integrated Dispatch Console	N/A	\$30.00	N/A	\$30.00
ePTT PC Computer and Tablet Client	N/A	\$30.00	N/A	\$30.00
Government Unlimited Voice*	N/A	\$69.99	N/A	\$30.99
Government Unlimited Bundle w/Unlimited Data and Text**	UNL	\$134.99	UNL	\$49.99
Government Unlimited Bundle w/Tethering, Unlimited Data and Text**	UNL	\$154.99	UNL	\$59.99
Government Unlimited Plan-Aircard/Mi-Fi/Tablets	UNL	\$69.99	UNL	\$37.99

*Includes Basic Voice Mail, Caller ID, Call Waiting, 3-Way Calling

**Unlimited Mobile to Mobile, Unlimited Night and Weekends, Basic Voice Mail, Caller ID, Call Waiting and 3-Way Calling

Additional Features *Not all features listed

Plan Name	Smartphone Data and Text	Monthly List Price per Line	Overage Rate	Discounted Price per Line
Unlimited Enhanced ePTT (ePTT device required)	N/A	\$5.00	N/A	\$3.00
200 Text Messages	N/A	\$5.00	.10/MSG	5.00
1000 Text Messages	N/A	10.00	.10/MSG	5.00
Unlimited Text Messages	N/A	20.00	N/A	20.00

FirstNet SmartPhone Plans

Plan Name and Description	Net Price
FN Unlimited Nation Talk, Text, Data	\$39.99
FN Unlimited Nation Talk, Text, Data with tethering	\$44.99

FirstNet Feature Phone Plans

Plan Name and Description	Net Price
FN Unlimited Nation Talk and Text	\$22.99
FN Unlimited EPTT Feature Add-On	\$2.00
FN Unlimited EPTT Only (Stand-A-Lone)	\$17.99

FirstNet Smartphone Shared Data Plans

Plan Name and Description	Net Price
FN Unlimited Nation Talk, Text, 0GB (Add-A-Line)	\$35.99
FN Unlimited Nation Talk, Text, 2GB (Add-A-Line)	\$44.60
FN Unlimited Nation Talk, Text, 5GB (Add-A-Line)	\$56.10
FN Unlimited Nation Talk, Text, 50GB (Add-A-Line)	\$227.00
FN Unlimited Nation Talk, Text, 100 0GB (Add-A-Line)	\$397.00
FN Unlimited Nation Talk, Text, 500GB (Add-A-Line)	\$1,799.00
FN Unlimited Nation Talk, Text, 1000GB (Add-A-Line)	\$3,500.00

FirstNet Data Only Plan

Plan Name and Description	Net Price
FN Unlimited Nation Data Only Plan	\$37.00

FirstNet Shared Data Only Plans

Plan Name and Description	Net Price
FN Unlimited Nation 0GB (Add-A-Line)	\$22.00
FN Unlimited Nation 2GB (Add-A-Line)	\$29.00
FN Unlimited Nation 5GB (Add-A-Line)	\$41.00
FN Unlimited Nation 50GB (Add-A-Line)	\$230.00
FN Unlimited Nation 100 0GB (Add-A-Line)	\$415.00
FN Unlimited Nation 500GB (Add-A-Line)	\$1,920.00
FN Unlimited Nation 1000GB (Add-A-Line)	\$3,685.00

Telemetry Plans

Plan Name and Description	Net Price
FN Telemetry Plan 1 MB	\$4.15
FN Telemetry Plan 2 MB	\$4.75
FN Telemetry Plan 5 MB	\$5.80
FN Telemetry Plan 10 MB	\$6.80
FN Telemetry Plan 50 MB	\$12.40

Additional FirstNet Features *Not all features listed	
Plan Name and Description	Net Price
FN Unlimited EPTT Feature Add-On	\$2.00
AT&T Dynamic Traffic Management	\$7.50
Interop additional cost per subscriber when utilizing EPTT through a LMR system	\$5.00
AT&T Dynamic Traffic Management Telemetry Public Safety EP per subscriber	\$2.00