



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

24RFP1319236-PS

Wireless Communication Services and Devices

**For
Information Technology**

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CITY OF ATLANTA
55 Trinity Avenue SW
Suite 1350

Atlanta GA 30303

OCCUPATION TAX REGISTRATION CERTIFICATE
VALID ONLY WHEN OCCUPATION REGISTRATION TAX
REQUIREMENTS ARE PAID

Business Name: AT & T ENTERPRISES, LLC

Business Type(s): 517919 All Other Telecommunications

Business Location: 759 PEACHTREE ST NE
ATLANTA, GA 30308

Mailing Address: 759 PEACHTREE ST NE
ATLANTA, GA 30308

Owner:

License Number: LGB-176562-2020

License Type: Business Occupational Tax Certificate

Issued Date: 3/3/2025

Classification: Professional/Scientific/Technical Services

Expiration Date: 12/31/2025

Mohamed Balla

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S), IF REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270. THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

TO BE POSTED IN A CONSPICUOUS PLACE

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CONTRACT AGREEMENT

PCS 20260318-043

Service Provider: AT&T Enterprises, LLC

Contract No.: 24RFP1319236-PS, Wireless Communication Services and Devices

Address: 1055 Lenox Park Blvd NE
City, State Atlanta, GA 30319

Telephone: 404-353-0642

Email: shane.robinson@att.com

Contact: Shane Robinson
Lead Client Solutions Executive

This Agreement is effective as of the last date signed by both parties, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**" or "**Customer**", and AT&T Enterprises, LLC hereinafter referred to as "**Service Provider**" or "**AT&T**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Information Technology department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Service Provider to provide mobile equipment, supplies, cellular network (Standard/Public Safety), in-building coverage and support for wireless voice and data services, hereinafter, referred to as the "**Project**";

WHEREAS, Service Provider has represented to County that it wishes to provide all or part of the services involved in the Project;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Service Provider agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Service Provider, and subject to the terms and conditions of this Agreement, Service Provider hereby agrees to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. The text of this Agreement up to and including the signatures below;

- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: AT&T General Terms and Conditions;
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms
- XI. Exhibit I: Attachments

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners or is otherwise in accordance with Fulton County Purchasing Code §102-420.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the exhibits, 3) the RFP, 4) any Addenda, and 5) change orders.

The Agreement was approved by the Fulton County Board of Commissioners on 03-19-2025 and 25-0200.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

Solicitation for Fulton County Government to seek to obtain a Wireless Communications Services provider to provide mobile equipment, supplies, cellular network (Standard/Public Safety), in-building coverage and support for wireless voice and data services, each in accordance with and to the extent expressly contemplated by this Agreement.

ARTICLE 4. **SCOPE OF SERVICE**

Unless modified in writing by both parties in the manner specified in the Agreement, duties of Service Provider shall not be construed to exceed those services specifically set forth here. Service Provider agrees to provide all services, products, and data and to

perform all tasks described in Exhibit C, Scope of Service.

ARTICLE 5. **DELIVERABLES**

Subject to the term's conditions of this Agreement, Service Provider shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Subject to the term's conditions of this Agreement, Service Provider shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Service Provider in a media of form that is reasonably acceptable to County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY AND ACCESS**

Certain services as described in Exhibit C, Scope of Service if required, will be performed and furnished by County in a timely manner so as not to unduly delay Service Provider in the performance of said obligations. If the Service Provider is required to gather from County, data and information pertinent to the performance of the services herein, County and AT&T shall collaboratively decide what data and information is pertinent.

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

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies. Service Provider may rely upon written consents and approvals signed by the County's authorized representative.

ARTICLE 7. **MODIFICATIONS/CHANGE ORDERS**

If during the course of performing the Project, County and Service Provider agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes or is otherwise in accordance with Fulton County Purchasing Code §102-420. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420.

ARTICLE 8. **SCHEDULE OF WORK**

Service Provider shall not proceed to furnish such services, and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Service Provider from County. The Service Provider shall begin work under this Agreement no later than ten (10) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year; provided that County will advise Service Provider in writing at least 30 days in advance of the County's expenditure with Service Provider of the last of County's budgeted and appropriated funds, and Service Provider shall not be obligated to perform hereunder if the compensation for goods and services contemplated below is not made available to Service Provider, and in such case shall have the right to terminate all or any part of the Service(s) and/or Agreement upon written notice to County.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the effective date of the Notice To Proceed described above and shall end on the 31st day of December 2026. The Commencement Term shall be subject to events of termination and the Service Provider's and County's respective termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation. The County will advise Service Provider in writing at least 30 days in advance of the County's expenditure with Service Provider of the last of County's budgeted and appropriated funds, and Service

Provider shall not be obligated to perform hereunder if the compensation for goods and services contemplated below is not made available to Service Provider, and in such case shall have the right to terminate all or any part of the Service(s) and/or Agreement upon written notice to County.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for Two (2) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2027	12-31-2027
2	12 months	01-01-2028	12-31-2028

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term.”

c. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the parties’ rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

In compliance with the terms of O.C.G.A §36-60-13 for multi-year contracts, notwithstanding the foregoing or anything to the contrary, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of

Customer (other than obligations that may survive expiration) at the close (December 31) of the calendar year of its execution ("Initial Expiration Date"). Notwithstanding this provision, and pursuant to O.C.G.A. §36-60-13, this Agreement, will automatically be renewed and extended for consecutive one-year periods beyond the Initial Expiration Date until the expiration of the applicable Agreement term set forth above, unless either party notifies the other in writing of its intent not to extend such Agreement at least thirty (30) days prior to the end of the then-current calendar year.

ARTICLE 10. **COMPENSATION AND PAYMENT FOR PROVIDERS SERVICES**

Compensation for work performed and goods and Services provided by Service Provider on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$927,908.38, (nine hundred twenty seven thousand nine hundred eight dollars and thirty eight cents) and shall be allocated towards the acquisition of the goods and services referenced in the attached SOW.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

Service Provider shall designate in writing a person(s) to serve as its authorized representative(s) who shall have authority to represent Service Provider on all manners pertaining to this contract.

Service Provider represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall receive simultaneous compensation from County and Service Provider. All of the services required hereunder will be performed by Service Provider or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

ARTICLE 12. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Service Provider, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Service Provider must, unless the notice requires otherwise:

- 1) Promptly discontinue services identified in the suspension notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Service

Provider will with reasonable diligence resume performance under this Agreement.

ARTICLE 13. **INTENTIONALLY OMITTED**

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

(1) Either County or Service Provider may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement following notice and a cure period of at least 30 days, except where another period is expressly specified in this Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party, except where another period is expressly specified in this Agreement.

(2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

(3) AT&T may also terminate County for cause under the following circumstances:

- a. Internet Services. AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- b. Fraud or Abuse. AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

- (4) Service Provider shall be entitled to receive compensation for any satisfactory work completed.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by written notice to Service Provider. If the Agreement is terminated for convenience by the County, as provided in this article, Service Provider will be paid compensation for those goods provided and services performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Service Provider which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Service Provider was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT SERVICE PROVIDER

Service Provider shall perform the services under this Agreement as an independent Service Provider and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Service Provider or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. INTENTIONALLY OMITTED

ARTICLE 19. INTENTIONALLY OMITTED

ARTICLE 20. ACCURACY OF WORK

Service Provider shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. For purposes of this Article, work' shall mean only the maintenance of cell booster pro installations at small sites as specified in Exhibit C. All other products and services, including large in-building solutions, are excluded and covered under separate agreements. Acceptance of the work by the County will not relieve Service Provider of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Service Provider shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Service Provider. shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. INTENTIONALLY OMITTED**ARTICLE 22. DISCLAIMERS AND LIMITATIONS OF LIABILITY****22.1 Disclaimer of Warranties.**

AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND INFORMATION. AT&T DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. AT&T IS NOT THE MANUFACTURER OF EQUIPMENT PURCHASED BY OR PROVIDED TO CUSTOMER IN CONNECTION WITH USE OF THE SERVICE.

22.2 Limitation of Liability.

(a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS IN THE SERVICE THAT LAST MORE THAN TWENTY-FOUR (24) HOURS, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL IN NO EVENT EXCEED THE RECURRING SERVICE CHARGES FOR THE PERIOD DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURS AND CONTINUES. IN NO EVENT SHALL AT&T BE LIABLE TO CUSTOMER FOR ANY DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS THAT LAST LESS THAN TWENTY-FOUR (24) HOURS.

(b) SECTION 22.2(a) WILL NOT APPLY TO:

- (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; FOR WHICH AT&T'S LIABILITY SHALL NOT EXCEED PROVEN DIRECT DAMAGES;
- (ii) BREACH OF Exhibit B, SECTION 12 (Publicity and Advertising) OR SECTION 13.6 (Confidential Information); FOR WHICH AT&T'S LIABILITY SHALL NOT EXCEED PROVEN DIRECT DAMAGES;

(iii) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT FOR WHICH AT&T'S LIABILITY SHALL NOT EXCEED PROVEN DIRECT DAMAGES.

(c) NEITHER AT&T NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

22.3 Disclaimer of Liability.

AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICE WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THE AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; ACTS OR OMISSIONS RELATED TO OR ANY HARM RESULTING FROM THE TRANSMISSION OF, OR FAILURE TO TRANSMIT, A WIRELESS EMERGENCY ALERT OR THE RELEASE TO A GOVERNMENT ENTITY OR AGENCY, PUBLIC SAFETY, FIRE SERVICE, LAW ENFORCEMENT OFFICIAL, EMERGENCY MEDICAL SERVICE OR EMERGENCY FACILITY OF CUSTOMER OR CRU INFORMATION USED IN CONNECTION WITH DELIVERING AN EMERGENCY ALERT; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, END USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK, OR SYSTEMS.

OFFICIAL, EMERGENCY MEDICAL SERVICE OR EMERGENCY FACILITY OF CUSTOMER OR CRU INFORMATION USED IN CONNECTION WITH DELIVERING AN EMERGENCY ALERT; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, END USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK, OR SYSTEMS.

22.4 Application and Survival.

The disclaimer of warranties and limitations of liability set forth in the Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of AT&T, Customer and their respective Affiliates, employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 22 will survive failure of any exclusive remedies provided in this Agreement.

ARTICLE 23. **INTENTIONALLY OMITTED**

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

24.1 Reports.

The Customer will own copies of any reports produced and furnished to the Customer by AT&T in providing the Service and will be granted under AT&T's copyrights, a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify any such reports for the Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution or resale to third parties and revenue generation purposes.

24.2 Software, Purchased Equipment and Third-Party Services.

Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of this Agreement or any Pricing Schedule subject to this Agreement that contemplates the purchase of, or Customer's placement of an Order for, Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

24.3 Definitions.

- a. "AT&T Software" means software, including application programming interfaces ("API's"), and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.
- b. "Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.
- c. "Software" means AT&T Software and Vendor Software.
- d. "Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.
- e. "Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Service Provider warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees

maintained by Service Provider for the purpose of securing business and that Service Provider has not received any non-County fee related to this Agreement without the prior written consent of County.

ARTICLE 26. INSURANCE

Service Provider agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

Service Provider agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Service Provider further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof; provided that the ownership by any such party of the registered securities of Service Provider's publicly traded affiliate AT&T Inc. shall not be deemed to create a conflict of interest.

ARTICLE 28. SUBCONTRACTING

AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

ARTICLE 29. ASSIGNABILITY

Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, but upon notice to Customer assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

ARTICLE 30. INTENTIONALLY OMITTED

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and not more than once in a rolling twelve-month period, Service Provider shall make available to County and/or representatives of the County for examination all of its records with respect to all financial matters covered by this Agreement.

The parties shall agree in writing on the scope of the inquiry, fees proportional to AT&T's anticipated costs for responding to the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced. Service Provider's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Service Provider. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Service Provider's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Service Provider. Service Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material reasonably available during the period of the Agreement and for seven years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County, unless otherwise agreed to by the Parties.

ARTICLE 32. INTENTIONALLY OMITTED**ARTICLE 33. VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Service Provider to any additional payment whatsoever under the terms of this Agreement.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Information Technology Chief
Information Officer
141 Pryor Street, S.W. Atlanta,
Georgia 30303
Telephone: 404-612-0057
Email: kevin.kerrigan@fultoncountyga.gov
Attention: Kevin Kerrigan

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Service Provider shall be addressed as follows:

AT&T Enterprises, LLC
Lead Client Solutions Executive
1055 Lenox Park Blvd NE Atlanta, GA 30319
Telephone: 4043530642
Email: shane.robinson@att.com
Attention: Shane Robinson

With a copy to:

AT&T
208 S. Akard Street
Dallas, TX 75202
ATTN: Master Agreement Support Team
Email: mast@att.com

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Courts.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Service Provider agrees as follows:

Section 36.01 Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Service Provider will, in all solicitations or advertisements for employees placed by, or on behalf of, Service Provider state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Service Provider shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Service Provider from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Service Provider acknowledges that any documents or computerized data provided to the County by the Service Provider may be subject to release to the public, to the extent consistent with such law. The Service Provider also acknowledges that documents and computerized data created or held by the Service Provider in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Service Provider shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests, including either providing the requested information or a timeline for the provision of such requested information to County within three business days, to the extent such information is covered by the Open Records Act.

ARTICLE 39. INTENTIONALLY OMITTED**ARTICLE 40. INVOICING AND PAYMENT**

Service Provider shall submit monthly invoices for work performed during the previous calendar month, for payment and for services that were completed during the preceding phase.

Time of Payment: The County shall make payments to Service Provider within thirty (30) days after receipt of a proper invoice. Late payments by County shall be subject to interest as set forth in the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government 141 Pryor Street, SW Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Service Provider Information
 - a. Service Provider Name
 - b. Service Provider Address
 - c. Service Provider Code
 - d. Service Provider Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Service Provider's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

ARTICLE 41. ADDITIONAL CHARGES AND TAXES

Prices are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

ARTICLE 42. **INTENTIONALLY OMITTED**

ARTICLE 43. **INTENTIONALLY OMITTED**

ARTICLE 44. **INTENTIONALLY OMITTED**

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

SERVICE PROVIDER:

FULTON COUNTY, GEORGIA

AT&T ENTERPRISES, LLC

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

eSigned - Veronica Danao

Contractor CS, as Signer for AT&T
18 Mar 2026

rr7621

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Chad Alexis

Office of the County Attorney

APPROVED AS TO CONTENT:

Kevin Kerrigan

Kevin Kerrigan, CIO
Information Technology

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: 25-0200 RM: 03/19/25 SECOND REGULAR MEETING
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ADDENDA



Date: September 26, 2024

Project Number: 24RFP1319236B-PS

Project Title: Wireless Communication Services and Devices

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 30 day of September, 2024.

AT&T Enterprises
Legal Name of Bidder/Proposer

[Handwritten Signature]
Signature of Authorized Representative

Client Solutions Executive
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.
Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:
The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.
2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

3. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
4. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

AT&T GENERAL TERMS AND CONDITIONS

(A true and correct copy of the AT&T General Terms and Conditions follows this page.)

The AT&T General Terms and Conditions will not supersede any terms and conditions made part of the Agreement.

General Terms and Conditions Version 4.23
February 14, 2024

1. Service.

1.1 General. Unless otherwise specified in the Sales Information for a Plan, Customer's AT&T Mobile Services do not include – and additional charges may apply for use of – other carriers' networks in the U.S. or while traveling internationally. Service may be used with: (a) Equipment that contains a SIM that is assigned to Customer's Account or (b) Equipment that is designed and purchased for use exclusively on AT&T's network.

- **AT&T Mobile Services:** Customer may choose from the Plans listed at the "Plans" page of the Program Website, the list of which may be modified by AT&T from time to time. If Corporate Responsibility Users ("CRUs") lose their eligibility for a particular Plan, AT&T may change their Plan to one for which they qualify. Plans may include one or more of the following Services:
- **Voice Service:** If Customer's Plan includes Voice Service, subject to the limitations in these General Terms and Conditions, the Sales Information and/or elsewhere in the Agreement, the CRU can make and receive calls within the Plan's coverage area. Additional charges may apply for Voice Service used outside the Plan's coverage area.
- **Messaging Service:** If Customer's Plan includes the ability to send and receive AT&T text (**SMS**), pictures or video (**MMS**), and/or Advanced Messaging (**RCS**) chat messages (collectively, **Messages**), subject to the limitations in these General Terms and Conditions, the Sales Information and/or elsewhere in the Agreement, the CRU will be able to use the Messaging Service to receive and send such Messages. Apps that use other messaging protocols and over the top third-party messaging apps may incur data charges. Messages sent from or received on tablets, laptops, smart watches, or other connected devices are treated as data usage, not Messages. AT&T does not guarantee delivery of Messages. Messages, including downloaded content, not delivered within 72 hours will be deleted and no longer available. AT&T reserves the right to change this delivery period as needed without notification. Advanced Messaging will not work if messaging or data has been blocked on your line. For more information on Advanced Messaging, visit att.com/advancedmessaging. Maximum limits on group message size apply depending on device mix and capabilities. An MMS and SMS Messaging Service and Data Plan may need to be provisioned on an account in order to use Messaging. Some elements of Messages may not be accessible, viewable, or heard due to limitations on certain Equipment. AT&T reserves the right to change the Message size limit at any time without notification. SMS message notifications may be sent to non-MMS Messaging subscribers if they subscribe to SMS Messaging. The CRU may receive unsolicited messages from third parties as a result of visiting internet sites.
- **Data Service:** If Customer's Plan includes Data Service (which may also be referred to as Wireless Data Service elsewhere in the Agreement), subject to the limitations in these General Terms and Conditions, the Sales Information and/or elsewhere in the Agreement, the CRU will be able to browse the internet and access wireless services, content and apps, including those that enable sending and receiving of emails, use of GPS navigation, streaming of video, and other customary mobile internet-enabled

capabilities. Services provided via the Data Service may be provided by AT&T or its Affiliates, assignees, or successors, or by third parties subject to service-specific terms and conditions.

- **Optional Programs:** From time to time, AT&T may offer optional products, services, Equipment, programs, platforms and/or other offers, as described in more detail in Attachments available at the Program Website (each, an **Optional Program** and collectively, **Optional Programs**). Such Optional Programs are subject to change without notice. If Customer or a CRU purchases, uses or receives the benefit of an Optional Program, Customer will be subject to the rates, terms and conditions set forth in the corresponding Attachment and applicable Sales Information, if any, as such rates, terms and conditions may be modified by AT&T from time to time, all of which are incorporated herein by reference.
- **Supplemental Services:** AT&T may also make available to Customer certain third-party services, features or software that such third parties have authorized AT&T to (a) resell to Customer and (b) provide Customer with instructions to obtain the third party's end user license agreement (**EULA**) or terms of service, associated warranties and/or maintenance service terms, if any (each, a **Supplemental Service** and collectively, **Supplemental Services**). Supplemental Services available to Customer can be found at att.com/abs-addtl-terms and are subject to change. If Customer or a CRU purchases, uses or receives the benefit of a Supplemental Service, Customer will be subject to (a) the rates, terms and conditions set forth in the corresponding contract and Sales Information for such Supplemental Service, as such rates, terms and conditions may be modified by AT&T from time to time, all of which are incorporated herein by reference, and (b) any EULA and/or other terms and conditions for such Supplemental Service.
- **Software:** Any software licensed separately by AT&T to Customer and/or its CRUs for use with the Service will be governed by the terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over the Agreement as to such software. For the avoidance of doubt, software referred to herein does not include Software (as defined in the Additional Service and Equipment Related Terms found at att.com/abs-addtl-terms) or any Supplemental Service.

1.2 Service Availability. Unless provided otherwise in Sales Information, to activate and maintain Service, Customer's CRUs must have a U.S. mailing address and live within AT&T's, its assignee's or its successor's owned and operated network coverage area. AT&T's coverage maps can be found at att.com/coverageviewer. There are gaps in coverage maps, which, by their nature, are only approximations of actual coverage; even within a Service's coverage area, many things can affect the availability and quality of the Service, including, but not limited to, network capacity, the CRU's Equipment, the CRU's Plan, terrain, buildings, foliage and weather. Service or particular wireless technologies (such as 5G) will not be available in all areas at all times. AT&T uses different network technologies in its wireless network and not all Equipment will work on all wireless technologies. AT&T does not guarantee that Customer will receive any specific network capability at any given time, including any particular network speed. Actual network speeds depend upon device characteristics, network technology, availability, coverage, tasks, file characteristics, applications and other factors. Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, network management, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

AT&T may modify, reduce, interrupt, suspend, discontinue any function or feature of any Service, or cancel Service or terminate the Agreement with prior notice to County for the following reasons only:

- To comply with an order by a state or federal agency, or court;
- In the event of any interruption or loss of either Customer's or AT&T's rights to access any part of the network facilities required to provide the Services, including rights to access the land or buildings where the facilities are located; or
- To mitigate or halt criminal conduct by an end user's use of the products or services herein, except that such modifications, reductions, interruptions, suspensions, or discontinuances of any function or feature of any Service shall be limited to the device used to perform the criminal conduct, and provided that such Services shall be fully reinstated upon the cessation of such criminal conduct.

In addition, AT&T may from time to time add or modify coverage areas and modify Service to Customer's CRU(s) in any such modified coverage area. Such modifications shall not be allowed if the modifications diminish the capacities of the County in a material way. AT&T may suspend the Services for any Number if AT&T believes the Number is being used in an abusive or fraudulent manner. Before suspending Service, AT&T will attempt to give Customer notice of its intent to suspend. In the event Customer instructs AT&T to retain Service, Customer will be responsible for paying all charges, whether authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number. Additionally, Customer will adopt, at no additional charge to Customer, any reasonable fraud prevention or fraud reduction processes or products recommended by AT&T or, if not adopted by Customer, to be responsible for any unauthorized charges on Numbers which do not adopt such processes or products.

1.3 Service Commitment. If Customer agreed to a service commitment (e.g., Customer purchased a Device from AT&T at a discounted price with a service commitment of 1 year or more), Customer is required to maintain Service for the service commitment period. Once Customer satisfies the applicable service commitment period and unless provided otherwise in a written contract, Service will continue on a month-to-month basis and automatically renews unless Customer cancels it or it is otherwise terminated. If Customer does not complete the service commitment period, a Cancellation Fee (also referred to as an **Early Termination Fee**) may apply as described in the Program Description portion of the Agreement and at att.com/equipmentETF. For CRU lines that do not have a Service Commitment (e.g., Customer purchased a Device from AT&T at full retail price or under an installment plan or Customer has a bring your own Device), Service is provided on a month-to-month basis and automatically renews unless cancelled or terminated.

2. Sales Information.

For each Service used by CRUs, Customer is subject to the following Service-related materials, which are incorporated herein by reference and referred to collectively as **Sales Information**: (a) the Additional Service and Equipment Related Terms found at att.com/abs-addtl-terms; and (b) product-specific pricing and/or terms and conditions set forth in separate product briefs, rate brochures, service guides, ordering documents or acknowledgements, and/or other offer materials provided by AT&T at Customer's request and/or found in a retail store, through an AT&T sales representative, online at att.com/abs-addtl-terms, wireless.att.com/business, or such other page at att.com that AT&T may designate, and/or on the Equipment or in an app. Service (including without limitation, eligibility requirements, Plans, pricing, features, promotions, offers, and/or coverage area) is subject to change without notice. Any provisions in the terms and conditions governing the Service which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of the Agreement.

3. Equipment.

3.1 Availability. Customer may purchase available Equipment found at the "Equipment" page of the Program Website, the list of which may be modified by AT&T from time to time. Specific models of Equipment are subject to availability limitations.

3.2 General. Customer is responsible for all phones and other Equipment assigned to Customer and/or its CRUs under Customer's Account. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. Customer is responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from PCs required to use the Service. Equipment not purchased from AT&T or its authorized distributors (a) may not provide some or all of the features included in the Service; and (b) may not allow use of features and functions when off of AT&T's wireless network, including those that work while on AT&T's wireless network, and CALLS TO 911 MAY NOT GO THROUGH ON ANY NETWORK. AT&T may periodically program Customer's Equipment remotely with system settings for roaming service, to direct Customer's Equipment to use network services most appropriate for Customer's CRUs' typical usage, and other features that cannot be changed manually. Customer agrees that Customer and/or its CRUs won't make any modifications to the Equipment or its programming to enable the Equipment to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. Customer is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when CRUs are traveling internationally with Customer's Equipment. Call timers included in the Equipment are not an accurate representation of actual billed usage.

3.3 Shipping, Title and Risk of Loss. Unless provided otherwise in the Agreement: (a) subject to availability and AT&T's receipt of complete order information, AT&T will ship Equipment ordered by

Customer or any Authorized Order Placer to the address specified in the order within 2 to 5 business days of AT&T's receipt of the order, and (b) title and risk of loss to the Equipment will pass to Customer upon delivery of the Equipment to the address specified in the order; however, title and risk of loss to Equipment shipped to American Samoa, Guam, and the Northern Mariana Islands will pass to Customer over international waters.

4. Account Access; Activation and Other Policies and Processes.

4.1 Account Access. Customer may need to set up one or more foundation and/or billing accounts (each, an **Account** and collectively, **Accounts**) in order to purchase or use the Services. Customer must ensure that any information provided to AT&T in connection with its Accounts and Services, including without limitation contact and billing information, is accurate and current. Customer is responsible for control of its login IDs, passwords or other codes used to access its Accounts and for all activity that occurs on or through Customer's Accounts. AT&T does not guarantee the security of Customer's Accounts. Customer must ensure that its Account information and password(s) for accessing its Accounts and CRU information are secure. If Customer learns of any unauthorized use of any Account, Customer should advise AT&T immediately. Customer's primary contact (as designated on the cover page of the Agreement) may designate individuals (such as individual CRUs) to act on Customer's behalf (**Authorized Order Placers**). Authorized Order Placers can manage Customer's Accounts, including changing or adding Services. Customer is responsible for all actions and changes made by any Authorized Order Placers, including purchases of any Service. Customer authorizes AT&T to provide information about and make changes to Customer's Accounts (as well as perform any credit check on Customer that AT&T deems appropriate to implement the changes or respond to questions) at the direction of any Authorized Order Placer.

4.2 Service Activation and Other Policies and Processes. Customer and its CRUs will follow the policies and processes established by AT&T to purchase, activate, migrate, terminate, or otherwise modify a Service, as such policies and processes may be modified from time to time. Customer consents to the use by AT&T or its authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact Customer and/or its CRUs to advise Customer and/or its CRUs about AT&T's Services or other matters AT&T believes may be of interest to Customer and its CRUs. In any event, AT&T reserves the right to contact Customer and/or its CRUs by any means regarding customer service-related notifications, or other such information.

5. Charges, Fees, Billing and Payment.

5.1 Charges. Customer agrees to pay for all charges incurred on its Account(s). AT&T bills most Service one month in advance. Each monthly bill may include:

- the monthly cost of Customer's selected Plan and features;
- Equipment costs, including Device installment plan payments, if the Device was purchased under an installment plan;
- the monthly or one-time cost of selected Supplemental Services, Optional Programs, third party

charges or other purchases billed to Customer's Account;

- activation/upgrade fees, connection or installation charges, if any;
- pay-per-use and overage charges, if any;
- other one-time charges (such as late payment and service restoral fees described at att.com/mobilityfees), if any;
- AT&T Monthly Fees described below;

- occasional fees for special Account assistance; and
- any applicable taxes and fees that AT&T pays to municipalities and other governmental entities and may pass on to Customer, regardless of whether applicable law assesses them on Customer or AT&T.

Customer is responsible for paying all charges specified in the Agreement, including charges incurred by any person who gains access to Customer's Service or Equipment, even if Customer did not authorize the charges. For any termination (including when a Number is switched to another carrier), Customer will be responsible for payment of all charges through the end of the billing cycle in which termination occurs.

Payment is due upon receipt of the invoice.

5.1.1 AT&T Monthly Fees. AT&T Monthly Fees include, but are not limited to, the following: (a) an Administrative Fee to help AT&T recover a portion of certain expenses AT&T incurs, (b) a Regulatory Cost Recovery Fee to help AT&T recover the cost of complying with certain government-imposed fees and regulatory requirements, and (c) a Property Tax Allotment fee to help AT&T recover the cost associated with property taxes. These and other AT&T Monthly Fees are not taxes or charges that the government requires AT&T to collect from its customers. The amounts AT&T charges may change. See att.com/mobilityfees for more details.

5.1.2 AutoPay. If Customer has enrolled in AutoPay, including any Payment Upon Cancellation Authorization (**PUCA**), payments will be made automatically, subject to the terms of your AutoPay authorization and PUCA as in effect from time to time. Customer should refer to its copies of the AutoPay authorizations and PUCA for more details regarding automatic payments.

Customer can cancel its authorization for automatic credit-card billing, automatic payment, or electronic funds transfer by calling the customer care number on its bill or online at att.com/myatt or att.com/premier, as applicable. If Customer does so, Customer may lose certain promotions or discounts. Customer also should contact its card issuer or financial institution to advise that Customer has cancelled its AutoPay enrollment.

5.2 Billing; Invoicing Options for CRU Lines.

5.2.1 Billing. Billing may begin as soon as Service is provisioned or activated for Customer, even if Customer or its CRU has not used it. Customer may be billed for multiple types of usage simultaneously. AT&T may bill Customer in a format as AT&T determines from time to time. Invoices will be available electronically through the eBill application in AT&T's Premier platform unless Customer requests a paper bill. Additional charges may apply for paper summary invoices, additional copies of invoices, or for detailed information about Customer's usage of Services. Particular Services may be billed in a different manner than set forth herein, and AT&T will advise Customer of any such differences in the corresponding Attachment and/or Sales Information. Certain Services (for example, select non-stocked

Equipment) may be billed to Customer's or its CRUs' invoices, as applicable, by AT&T on behalf of the third-party provider pursuant to the terms and conditions of AT&T's Alliance Billing Service Attachment on the Program Website found at att.com.

5.2.2 Invoicing Options for CRU Lines.

- **Consolidated Invoicing:** Under consolidated invoicing, AT&T will provide an online invoice to Customer each month that consolidates all CRUs' Service charges for the preceding monthly billing

cycle, except as may otherwise be noted in applicable online or printed terms and conditions of an AT&T offer, product, service, or Plan. This invoicing method is only available through the AT&T Premier platform. Consolidated invoicing is not offered in conjunction with Corporate Responsibility User invoicing (described below). Customer must promptly notify AT&T of any Numbers to be added or deleted from Customer's online invoice.

- **Corporate Responsibility User Invoicing:** Under Corporate Responsibility User invoicing, AT&T will provide invoices to Customer's CRUs that set forth such CRUs' Service charges for the preceding monthly billing cycle. AT&T will accept payment from CRUs but Customer remains the financially liable party. Corporate Responsibility User invoicing is not offered in conjunction with consolidated invoicing.

5.3 Calculation of Charges. Usage and monthly fees will be billed as specified in the Sales Information for Customer's selected Service. If Customer selects a Plan that includes a predetermined allotment of Service (for example, a predetermined amount of airtime, messaging or data), unless otherwise specifically provided as a part of such Plan, any unused allotment of Service from one billing cycle will not carry over to any other billing cycle. Usage on networks not owned by AT&T is limited as provided in the Sales Information. Charges will be based on the location of the site receiving and transmitting service and not the location of the CRU.

5.3.1 Voice Service/Calls. Voice calls on AT&T's network will incur per-minute voice airtime charges unless specified otherwise in Customer's selected Plan. AT&T rounds up any fraction of a minute up to the next full minute. For outgoing calls, billable time may start either when the CRU first presses "Send" or when the call connects to a network, and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after the CRU presses "End" or after the call disconnects. For calls made on our network, AT&T charges only for calls that are answered, including by machines.

5.3.2 Messaging Service; Text, Picture/Video and Rich Communication Messages. If a Plan does not include unlimited or an allotment of messaging, standard pay-per-use rates apply when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Generally, one text message equals 160 characters; however, text messages that include special characters, like emojis or non-Latin alphabet characters may be limited to 70 characters. SMS (text messages) that exceed the character limit will be charged as multiple individual messages according to the Plan. Messaging Service can deliver MMS (video and pictures messages) up to only 1MB in size, or up to 100MB in size with RCS (Rich Communication messages). AT&T reserves the right to change the message size limit at any time. Messages sent to tablets, laptops, or other connected devices are excluded from unlimited messaging plans or plans including unlimited messaging. Customer will be charged for each part of messages that is sent or received in multiple parts. Message rates apply whether the message is read, unread, solicited, or unsolicited. Messages sent through applications may incur data usage charges.

- Plans that do not provide for unlimited messaging are subject to the following: SMS and MMS messages are rated at 160 characters per message. Messages larger than 160 characters will be rated as an additional message. Customer will be charged for each part of messages that are delivered to CRUs in multiple parts. Premium SMS and MMS messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. or while outside the U.S. Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for

the message received. Text, picture, and video messages are charged when sent or received, whether read or unread, solicited or unsolicited.

- **Advanced Messaging (RCS):** With Advanced Messaging chat, the Plan's SMS and MMS rates apply. Each text/file attachment counts and is charged as a separate SMS/MMS. If Customer does not select a monthly recurring Plan for messaging or data, the CRU may still have access to messaging and data, and be charged on a pay-per-use basis if the CRU uses those Services.

5.3.3 Data Service. Data Service usage is calculated and billed in full KB or MB increments, as applicable, based on Customer's Plan. Actual data usage is rounded up to the next full KB or MB at the end of each data session for billing purposes. AT&T calculates a full KB or MB usage for every fraction of the last KB or MB of data usage occurring in each session. The full KBs or MBs calculated for each data session during a billing period are added together to determine billing. Network overhead, software update requests, email notifications, and resend requests caused by network errors can increase measured KBs or MBs. A data session started on our network will continue until the session ends, even when you connect to a Wi-Fi network after the session starts. For example, if a CRU starts to download an audio file using cellular data and then connects to a Wi-Fi network while the audio file is still downloading, the audio file will continue to finish downloading over the cellular network. Customer's bill may not separately identify the data usage attributable to a CRU's use of specific sites, sessions or services used. Data use occurs whenever Customer's Equipment is connected to the AT&T network and is engaged in any data transmission, including those a CRU initiates, or those running automatically in the background without Customer's knowledge and whether the data transmission successful or not. Some applications, content, programs and software on the Equipment (including both downloads and preloads) automatically and regularly send and receive data transmission in order to function properly, without Customer affirmatively initiating the request and without Customer's knowledge. Customer's Plan data allowance is limited to usage in the United States, unless service in other locations is included in the Plan or international roaming is included as part of Customer's Plan or package. Once Customer exceeds the Plan's monthly data allowance (including any available data, such as Bonus Data or Rollover Data) during the billing period, Customer may automatically be provided with additional increments of data and charged as specified in the Plan. Data overage can be used only in the bill period for which it was provided and does not rollover.

5.4 Disputed Charges. Except as otherwise provided by law with respect to unauthorized charges, disputed charges must be disputed to AT&T in writing in accordance with Section 9 below within 6 months after the date of the affected invoice, or the right to dispute is waived. In the event of a disputed invoice, Customer will pay the entire undisputed amount of the invoice.

5.5 Late Payment Fee. Late payment charges are based on the state to which the area code of the first Number assigned to Customer's billing Account is assigned by the North American Numbering Plan Administration (for area code assignments, see nationalnanpa.com/area_code_maps). If Customer has a single consolidated invoice across multiple billing Accounts, the late payment fee will be calculated based on the Customer address associated with the Customer's foundation Account. Customer will pay AT&T a late payment fee equal to the lesser of up to 1.5% per month (prorated daily) of any amount not paid by the due date, or the highest amount allowed by applicable state law or tariff; provided, however, that, with respect to amounts not paid by Customer in accordance with Section 5.4 above, AT&T and Customer agree that the late payment fee will accrue on the unpaid disputed amount as set forth above during the dispute resolution process but that Customer will only be liable for the late payment fee to the extent the dispute is resolved in favor of AT&T.

5.6 Advance Payments and/or Deposits. AT&T may require Customer to make deposits or advance payments for Service, which AT&T may offset against any unpaid balance on Customer's account. Interest won't be paid on advance payments or deposits unless required by law. AT&T may require additional advance payments or deposits if AT&T determines that the initial payment was inadequate. If Customer's account balance goes beyond the limit AT&T set for Customer, AT&T may immediately interrupt or suspend Service until Customer's balance is brought below the limit. Any charges incurred by Customer's CRUs' in excess of Customer's limit become immediately due. If Customer has more than one account with AT&T, Customer must keep all accounts in good standing to maintain Service. AT&T will charge Customer up to \$30 (depending on applicable law) for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

6. Default, Cure, Termination, and Final Payment.

6.1 Default and Termination. If either party fails to comply with any material term or condition of this Agreement, then such party will be in default of the Agreement, and the non-defaulting party may terminate the Agreement in accordance with Section 6.2 below and may seek any remedies available at law or in equity in accordance with the dispute resolution provisions in Section 9 below.

6.2 Notice and Opportunity to Cure. The party seeking to terminate the Agreement must notify the defaulting party in writing in accordance with Section 13.9 below at least 30 days before the proposed termination date. This written notice must describe the default(s) giving rise to the right to terminate the Agreement and specify a proposed termination date. The defaulting party must cure the default(s), unless such parties agree to extend the cure period. If the default is not cured within this time, then the Agreement will automatically terminate at the close of business on the termination date specified in the written notice or any agreed extension.

6.3 Termination for Deletion of Coverage Area. If the deletion of any coverage area materially reduces the Service provided to Customer, then Customer, within 30 days of the effective date of the coverage area deletion, must notify AT&T in writing of its intent to terminate in accordance with Section 13.9 below. Such written notice must specify the material coverage area deletion and must specify a proposed termination date no earlier than 30 days from the date of the notice.

6.4 Final Payment. Upon termination for any reason, Customer will pay to AT&T all amounts it owes through the termination date, including any Cancellation Fee set forth in the Agreement.

7. RESERVED.

8. Force Majeure.

AT&T's ability to provide the Services is subject to the availability and operational limitations of the equipment and associated facilities, including third-party networks that AT&T does not control. Customer understands and agrees that temporary interruptions or delays of the Service may occur, and that AT&T is not liable for them. In addition, except for payment of amounts due, neither party will be liable for any interruption or delays, failure in performance, loss or damage caused by events outside such party's reasonable control, such as (but not limited to): war; acts or threats of terrorism; civil disorder; labor strikes or disruptions; natural disasters (including fires, floods, earthquakes, and severe weather); medical epidemics, pandemics or outbreaks; destruction of network facilities or transportation infrastructure (including explosion, cable cuts, and power blackouts); acts of regulatory or governmental agencies, or any other events beyond such party's reasonable control.

9. Class Arbitrations, Class Actions, and Representative Actions Not Permitted.

9.1 Summary. Class arbitrations, class actions, and representative actions are not permitted.

9.2 Intentionally Omitted

9.2.1 Intentionally Omitted.

9.2.2 Intentionally Omitted.

10. No Class Actions. To the greatest extent permitted by law, all claims between AT&T and Customer related to the Agreement will be litigated individually, and Customer will not consolidate or seek class treatment for any claim unless previously agreed to in writing by AT&T.

11. Use of Service.

11.1 Changes to Numbers. Except as otherwise provided by law, Customer has no property rights to any Number and AT&T may change any such Number.

11.2 Lost or Stolen Equipment. Customer should contact AT&T immediately to report a Device as lost or stolen so AT&T can suspend the Service. If there are charges for unauthorized usage on Customer's bill after Customer reported the Device as lost or stolen, Customer must notify AT&T of the unauthorized charges within 30 days. While the Device is suspended, Customer remains responsible for complying with all other obligations under Customer's Service Agreement, including, but not limited to, paying the monthly Service charges. Customer or a CRU can report a Device as lost or stolen by contacting Business Care at 800.331.0500 in the United States, or (+1) 314.925.6925 when abroad. If Customer has not received a courtesy suspension of monthly Service charges during the previous year, Customer may request a courtesy suspension until the Device is replaced or recovered (up to 30 days).

11.3 Acceptable Use; Restrictions Regarding Service. All use of AT&T's wireless network and Service is governed by AT&T's Acceptable Use Policy found at att.com/AcceptableUsePolicy. AT&T can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the Additional Service and Equipment Related Terms found at att.com/abs-addtl-terms and Service-specific Sales Information.

11.4 Ownership. AT&T owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by AT&T in the provision of Service to AT&T customers. Neither Customer nor any of its Affiliates or CRUs may install any amplifier, enhancer, repeater or other device or system on AT&T's wireless network or frequencies without AT&T's prior written approval.

11.5 Content. Customer is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of AT&T's systems, including materials, code, data, text (whether or not perceptible by End Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of AT&T's systems (**Content**). Customer has sole responsibility for any losses resulting from Customer's or CRUs' downloading, access to,

or use of any third-party Content, or from Customer's or CRUs' access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, AT&T may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act.

11.6 Customer's Notices to End Users; Primary Place of Use. Customer agrees that all of its CRUs are subject to the limitations and obligations of the Agreement, including without limitation its arbitration provision and policies. Customer will inform its CRUs of such limitations and obligations and advise them to read all applicable materials concerning Customer's selected Plans, Devices and other Services, including without limitation the Acceptable Use Policy found at att.com/aup, Sales Information and coverage maps. Customer will also provide to all End Users, and advise End Users to read, any additional Service materials and information reasonably requested by AT&T. To determine which jurisdiction's taxes and assessments to collect, Customer is required to provide its respective CRUs' primary place of use (**PPU**) when ordering Service on behalf of such CRUs, and to inform its End Users that they must provide their proper PPU when ordering Service. If AT&T is not provided with a PPU, or if it falls outside AT&T's licensed coverage area, AT&T may reasonably designate a PPU for such CRU within the licensed coverage area. Each CRU must have a mailing address within AT&T's owned network coverage area or its assignee's.

11.7 AT&T Use of Location Information. AT&T collects information about the location of Customer's or its CRU's Equipment from AT&T's network and from the Equipment. AT&T monitors, collects, and uses this location information, together with other information AT&T gets from its network and the Equipment to provide the Services to Customer. AT&T also uses it to maintain and improve AT&T's network and the quality of Customer's wireless experience. For more information about the how AT&T may collect and use information, including location, please refer to the AT&T Privacy Policy at att.com/privacy. FirstNet customers should review the FirstNet Privacy Policy at firstnet.com.

11.8 AT&T Wi-Fi Service. If a CRU has a qualified Plan and a Wi-Fi capable Device, AT&T W-Fi Service in the U.S. may be available to the CRU at no additional charge and the Device may auto- authenticate at AT&T Wi-Fi Service locations. Use of AT&T Wi-Fi Service in the U.S. is subject to the Wi-Fi Terms of Service (**Wi-Fi Terms**) found at att.com/legal/terms.wiFiServices.html. If the Device auto- authenticates at our Wi-Fi Service locations, Customer will subject to the Wi-Fi Terms and the URL filtering choices of the location owner or operator. Auto-authentication can be disabled on the Device (e.g., by turning off Wi-Fi). Certain information about the CRU or the Device may be collected when using AT&T's Wi-Fi Service.

11.9 Caller ID. The CRU's caller identification (**Caller ID**) information (such as name and phone number) may be displayed on the Device or bill of the person receiving the call; technical limitations may, in some circumstances, prevent the CRU from blocking the transmission of Caller ID information. Customer can contact customer service for information on blocking name and number display. Caller ID blocking may not be available when using Data Services. If applicable to a CRU's Plan and Device, an incoming call identification feature may apply that will notify of in-coming calls and that may apply generic labels such as telemarketing, suspected spam, and/or suspected fraud to some of those calls.

12. Publicity and Advertising. Neither party will publish or use any advertising, sales promotion, press release or other publicity that uses the other party's name, logo, trademarks or service marks without the prior written approval of the other party.

13. Miscellaneous.

13.1 Additional Defined Terms. Unless specifically excepted, all defined terms, regardless of where defined, will have the same meaning in all documents comprising the Agreement including, without limitation, the Cover Page (if applicable), the Program Description, the General Terms and Conditions, and all attachments. In addition to the terms defined elsewhere, these terms will have the following meanings in the Agreement:

13.1.1 "Affiliate" (a) when referring to an affiliate of AT&T, means and includes legal entities controlling or controlled by or under common control with AT&T; and (b) when referring to an affiliate of Customer, means and includes an entity controlling or controlled by or under common control with Customer, where control is defined as (i) the ownership of at least thirty five percent (35%) of the equity or beneficial interest of such entity; or (ii) the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

13.1.2 "AT&T Mobile Services" means Voice Service, Data Service and/or Messaging Service provided by AT&T under the Agreement.

13.1.3 "AT&T" or "party" when it refers to AT&T includes AT&T, its Affiliates, and their respective employees, officers, agents and subcontractors.

13.1.4 "Equipment" means the wireless receiving and transmitting equipment or SIM (Subscriber Identity Module) Card that AT&T has authorized to be programmed with a Number or Identifier, and any accessories.

13.1.5 "Number" or "Identifier" means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment manufacturer to be used with Service.

13.1.6 "Plan" means a rate plan for AT&T Mobile Services.

13.1.7 "Service" means the AT&T Mobile Services, Equipment, Optional Programs and Supplemental Services provided by AT&T under the Agreement.

13.2 Assignment. The Agreement may not be assigned by either party without the prior written consent of the other and such consent will not be unreasonably withheld. However, either party may, without the other party's consent, assign the Agreement (a) to an Affiliate or (b) to any entity that acquires substantially all of the party's business or stock. Additionally, AT&T may, without Customer's consent, assign the Agreement to the acquiror or its affiliate of any AT&T Market (either before or after the consummation of such acquisition) and may assign its right to receive payments hereunder. Subject to the foregoing, the Agreement will be binding upon the assignees of the respective parties.

13.3 Compliance with Laws. AT&T and Customer agree to comply with all applicable federal, state and local laws and regulations in the performance of their respective obligations under the Agreement.

13.4 Entire Agreement. Unless specifically set forth herein, the Agreement and its

attached documents is the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. Any change, modification or waiver of any of the terms and conditions of the Agreement will not be binding unless made in a writing manually signed by both parties. If the terms contained in this Agreement conflict or are inconsistent with the terms of any purchase order or other document provided by Customer, the terms of the Agreement will control.

13.5 Governing Law. The Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the State of Georgia. Where Service terms and conditions are regulated by a state agency or the FCC, the applicable regulations are available for inspection. If there is any inconsistency between the Agreement and those regulations, the Agreement will be deemed amended as necessary to conform to such regulations.

13.6 Confidential Information. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

13.6.1 Obligations. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 13.6) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

13.6.2 Exceptions. The restrictions in this Section 13.6 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

13.7 Privacy.

13.7.1 General. Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its End Users regarding Customer's and AT&T's collection and use of End User information in connection with a Service. Customer will only make accessible or provide personal data to AT&T when it has the legal authority to do so.

13.7.2 U.S. Domestic Data Privacy Provisions (DPPA). Section GP-20 (U.S. Domestic Data Privacy Provisions) of the General Provisions portion of the AT&T Service Guide (including

applicable definitions from Section GP-20 (Glossary)) applies with respect to all Services provided under the Agreement to the extent such Services involve the Processing of Personal Data that is subject to Data Protection Laws (as the terms "Processing," "Personal Data," and "Data Protection Laws" are defined in Section GP-20), and the applicable Technical and Operational Measures of Security (TOMS) are as stated in Sections GP-17 (Network and Data Security). In the event of a conflict between other terms of the Agreement and these terms, with respect to the impacted Services, these terms shall govern. The General Provisions portion of the AT&T Service Guide is accessible at serviceguidenew.att.com.

13.8 HIPAA. To the extent that Customer's use of any service provided under the Agreement requires AT&T to use or disclose Protected Health Information, as that term is used in the Health Insurance and Accountability Act (**HIPAA**), and Customer does not have a signed Business Associate Agreement with AT&T, Customer consents to the terms of AT&T's Business Associate Agreement, located at att.com/businessassociateagreement. If Customer has a signed Business Associate Agreement with AT&T, the terms of such agreement shall govern to the extent applicable.

13.9 Severability. If any portion of the Agreement is found to be unenforceable, the remaining portions will remain in full force and effect, and the parties will begin negotiations for a replacement of the invalid or unenforceable portion.

13.10 Survival. Some terms of the Agreement that by their nature require performance by either party after the termination or expiration of the Agreement, will continue to apply after the Agreement's termination or expiration. Such terms include, but are not limited to, dispute resolution (Section 9), disclaimer or warranties (Section 7.1), limitations of liability (Sections 7.2 and 7.3), and governing law (Section 13.5).

13.11 Third Party Beneficiaries. Other than as expressly set forth in the Agreement, the Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

13.12 No Waiver. AT&T may decide not to enforce rights or remedies under the Agreement in specific instances. That decision is not a waiver of any of AT&T's rights or remedies. No claimed waiver by AT&T of any rights, remedies or options will be binding unless the same is in a writing signed by AT&T.

13.13 Remedies Nonexclusive. Except where otherwise expressly provided, no remedy conferred upon either party in the Agreement is intended, nor shall it be construed, to be exclusive of any other remedy provided in the Agreement or as allowed by law or in equity; rather, all such remedies shall be cumulative.

13.14 U.S. Pacific Territories. Only FirstNet Services are available to eligible customers in the U.S. Pacific Territories of American Samoa, Guam and the Commonwealth of the Northern Mariana Islands (the **Pacific Territories**). Eligible customers in the Pacific Territories may purchase only those FirstNet Plans and FirstNet Services that are designated as available in the Pacific Territories in the applicable Sales Information. FirstNet Services and features not available in the Pacific Territories to customers in the Territories may be available to those customers when traveling in the domestic U.S., Canada and Mexico.

EXHIBIT C

SCOPE OF SERVICE

SCOPE OF SERVICE

The Service Provider shall

Provide provision, maintenance and monitoring of a non-proprietary communications infrastructure, composed of the following major components:

A. Cellular Network Direct Access - Direct Access to the Public Switched Telephone Network (PSTN) and Internet (for data) via Cellular Network of 5G speeds or greater. The network will be accessed by equipment purchased through the contract as well as other third party equipment not purchased on the wireless provider's contract to include but not limited to laptops, tablets, fingerprint scanners, data modems, scanners, etc.

B. Public Safety Accessible Network – Direct Access to a dedicated network for Public Safety staff to access the internet and Cellular network of 54G speeds of greater. The network must have the available features that allows the County to escalate to preemption in the event of an emergency.

C. Equipment compatible with network as required - The County has a mixed inventory of wireless equipment that range from an IOS to an Android platform. The County also has in it's inventory standard cell phones as well as data only devices to include but not limited to iPads, tablets, finger print scanners and devices that require carrier SIM cards with both static and dynamic services. Equipment provided must be new and current technology. Refurbished equipment will not be accepted. Equipment must come pre-configured to be enrolled in the County's mobile device management solutions Intune.

D. Wireless Broadband Modems compatible with network as required of equal to or superior type and model is mandatory – Wireless Broadband and hotspots must be made available in USB, USB-C and Blue-tooth. The equipment options must also include Wireless Broadband modems that are capable of providing coverage to locations without a County Network (i.e. mobile vehicles, temporary infrastructure).

E. Licensing (subject to any applicable end user license terms)- As required for data and voice management systems, services, and/or applications.

F. In-Building Coverage Solution –A list of high priority locations that currently have in building coverage that must be sustained/replaced/continued and a list of facilities that will require in building coverage installed (Exhibit 3). Sufficient in-building coverage is considered mandatory. In-Building Coverage Solutions are subject to the additional terms, conditions and pricing.

G. Account Administration and Technical Support - Dedicated account team to provide direct support of account and coordinate delivery, administration, and support of devices, supplies, accessories, and applications.

Current Environment

Fulton County Information Technology (FCIT) is the resource manager for Countywide Wireless Communication Services and will be the Contract Administrator for this contract.

1. List locations where services and/or products will be provided or performed.

Wireless Communications services will be provided and performed throughout Fulton County, Georgia and in some cases out of state and out of county. Below is a listing of facilities that are County owned and leased that in addition to provider coverage require an in-building solution to resolve and wireless receptions concerns.

Location	Address	Floor	~SQ FT
Government Center Tower (GCT)	141 Pryor St. SW Atlanta, Georgia 30312	Ground Tower Ground Midrise	40,223 43,300
Public Safety Building / EOC	130 Peachtree St. SW Atlanta, Georgia 30303	Ground Floor	22,377
Fulton County Courthouse	136 Pryor Street SW Atlanta, Georgia 30312	Basement	15,000
Justice Center Building (JCB)	160 Pryor Street SW Atlanta, Georgia 30312	Basement Ground 1st Floor Trailer	30,000 30,000 22,790
Justice Center Tower (JCT)	185 Central Ave. Atlanta, Georgia 30312	Service Level Ground 1st Floor 2nd Floor	45,000 60,664 55,000 55,000
Juvenile Court (JC)	395 Pryor St. SW Atlanta, Georgia 30312	Basement 1st Floor	41,264 41,264
South Fulton County Operations & Maintenance	7472 Cochran Road Atlanta, Georgia	1st Floor	35,500

Fulton County Jail	901 Rice St NW, Atlanta, Georgia	1st Floor	20,000
Fulton County Election and Operations Center	5600 Campbelltown- Fairburn Road, Fairburn, GA 30213	Entire building	600,000+
Fulton County Animal Shelter	1251 Fulton Industrial Blvd. NY, Atlanta, GA 30336	Entire Building	55,789.26
Central Library	One Mitchell Square, Atlanta, GA 30303	Auditorium Pre- Function Back of House	10,780

2. All County operations that utilize wireless mobility services to include but not limited to Public Safety, Courts, Elections, etc.

3. **3.1 TECHNICAL SPECIFICATIONS**

A. Technical Requirements

- The County expects with the proposed contract to transition its current inventory of devices to new equipment that is the latest model and equivalent to the County's current inventory.
- Service Provider must provide with each new smartphone device in a package to include: a hands-free earphone device, a travel charger and an "Otterbox" or equivalent protective casing which fits each model for both new service and replacements. The accessories are mandatory and cannot be adjusted at the discretion of the provider.
- All Equipment (New and Replacement) Proposed must be new equipment (Cellular phone, smartphones, tablets, hotspots and modem) for all proposed and existing units (on current provider's network) to connect to Service Provider's network. The County will not accept refurbished or used equipment.
- Equipment must be compatible with network as required of equal to or superior type and model as is requested place is mandatory including all wireless telephone sets, smartphone units, tablets and modems currently in use.
- The proposed equipment must be a new and current generation standard item (current level of technology) for which supplies, support, repair, and accessories are readily available. Refurbished, out of date and used equipment will not be accepted.
- Fulton County reserves the right as the customer to make the final decision on equipment listed on the contract.
- Smartphones and Tablets must be pre-configured to work with the County's Mobile Device Management (MDM) solution (Currently Intune).
- Replacements and new lines of service may be requested throughout the life of the contract. The Service Provider must provide extended pricing through life of contract.
- Each new Android and IOS smartphone must meet the following minimum technical specifications:

Version	Display Resolution	Display Inches	Connectivity	RAM Capacity	Rear Camera	Front Camera
Android (S23/S23+)	2340 x 1080 2340 x 1080	6.1 inch 6.6 inch	5G, Wi-Fi 6E, 802.11 a/b/g/n/ac/ax Snapdragon 8 Gen 2 Bluetooth 5.3	128GB 256GB	Yes	Yes
IOS (14Pro/Plus)	2556 x 1179 2778 x 1284	6.1 inch 6.7 inch	A15/A16 Bionic Chip 5G, Wi-Fi 6E, 802.11 a/b/g/n/ac/ax Bluetooth 5.3	128GB	Yes	Yes

- Wireless Broadband Modems. The County has an emerging requirement for Wireless Broadband Modems, to connect Public Safety and other field vehicles with computers to County and State Public Safety Information Systems with unlimited data.
- Must be capable of supporting the current third-party equipment used by County Departments, (i.e. Fingerprint devices, scanners, modems, Rockets...)
- Service Provider must offer Ruggedized equipment as needed in all models of equipment offered.

B. Service Plan Requirements

- Unlimited Minutes – The County requires a default option for an unlimited minute plan.
- Shared Minutes - The County requires a minimum of 300 minutes per user in a pooled plan per month for cellular service for special business needs.
- Unlimited Data and Text – The County requires that all lines of service include unlimited data and text features.

• Periodic Use Requirement.

Fulton County currently has over 335 cellular telephones (included in the Cellular Telephones Quantity in the previous item above) which are used infrequently to support specific events but are not used throughout the year regularly day-to-day. Examples include Elections, Emergency Services support, etc. The cell phones are stored when not in use and distributed to the necessary offices to support events requiring cellular communications. The total period of use varies, but no device in this category is used over 90 days throughout the year.

Note: Fees for this service are handled differently, and discount is reflected in Exhibit E.

- Other One Time and/or Monthly Services Fees.

C. Wireless Communications Services – Functional Requirements to be included as part of basic service.

- **National Roaming** in Continental U.S. (outside local service area at no additional expense, 24 hours per day, 7 days per week for both Voice and Data Services.
- **Domestic** (Continental U.S.) Long Distance Service at no additional expense.
- **International** (Outside of the Continental U.S.) Long Distance Service.
- **Call Forwarding** (routing) at no additional expense.
- **Call Waiting** at no additional expense.
- **Caller ID** at no additional expense.
- **3-Way Calling** at no additional expense.
- **Basic Voicemail** (for individual wireless device) at no additional expense
- **Unlimited Mobile to Mobile** (for all units of proposed bid) calling at no additional expense. (Specify applicable times and any exceptions)
- **Unlimited Nights & Weekends** calling at no additional expense. (Specify applicable times and any exceptions)
- **Unlimited Texting** at no additional expense.
- **Unlimited Data Usage with no restrictions** – No buffering or lower speed connections
- **Detailed Billing Upon Demand** at no additional expense.
- **Push to Talk**. Ability to communicate directly with another device on the respondent's network. This item may be addressed over the same network or via a separate distinct network.
- **Individual Plans for Identified Devices**. Selected units which require shared minutes due to assignment of position.

D. Network Service Area/Coverage- National Service Requirements.

- Service Provider must provide sufficient network coverage to support operational requirements of County departments requiring wireless communications services roaming outside local service area, but within the Continental United States, to be provided as a result of an award of this solicitation. (Include a copy of national coverage Map (Continental United States)
- The County reserves the right to review the proposed equipment to verify uniformity and availability to meet service and support requirements of County staff.
- Service Provider must also be able to provide a Coverage Area Network solution to include sufficient in-building signal coverage for major County facilities and areas that have interference with the providers network service/ coverage for local service. See Exhibit 2 (Map of Fulton County) and Exhibit 3 (List of Fulton facilities with in-building solutions).
- Service Provider must provide details information on how Coverage Area Network Solution will be implemented and maintained.
- The Service Provider must not reduce data upload and download speeds during peak hours.

- **RESERVED.**

E. Special Support Requirements- Public Safety Network and Equipment with Secure Provisioning and Account Requirements.

- The County has a special requirement for certain public safety applications with units (wireless cellular telephones) to be assigned anonymously with no association to the County, County bill, or the public safety agency.
- Capability to establish secure accounts for law enforcement applications, documenting their ability to establish accounts (administration, provisioning, and billing) in a secured manner which ensures the equipment and service of the covered units are provided in a safe and secure manner, and not in any way associated with the County's Wireless Agreement.
- Provide priority communication services for Fulton County Public Safety devices in the event of a disaster.
- Provide Fulton County with access to a dedicated Public Safety network for automatic preemption that allows staff dedicated and priority calling.
- Provide Fulton County with access to a dedicated network that allows County Key and Executive users to escalate to preemption in the event of an emergency.

F. Billing and Account Management Requirements

- **Electronic Billing Requirement.**

The selected Service Provider must provide electronic billing. Billing must contain as much or more detail than paper invoicing and be accurate and reliable for auditing back to contractual rates and terms. Billing must also be available in an MS Excel format and Electronic Data Interchange format (EDI).

- **Online Information on Account Activity.**

Provide online availability (via provided secure website) of account activity (usage, billing, service, etc.) to enable selected County staff to view their office's assigned units for verification of use as appropriate and tracking to departmental, office, or group budget.

All bills must be made available and accessible to Fulton County during the total time of contract.

G. Support Requirements

- Account Support- to include a dedicated account team for support in providing advice on changes in service to improve operations, reduce costs, add value to supported functions, and review usage in line with industry best practices. Support- to include training, and technical assistance on use of devices, accessories, features, and/or applications supported by proposed plan must be available:

By Telephone 24 X 7 X 365 days per year for basic information and routine assistance. On-site for groups or large rollouts of new equipment for applications or changes in devices or service sets by scheduled appointment.

Internet Support

Equipment Tutorials for use and features Frequently asked questions on services and features of network Coverage maps for traveling.

Technical support Chat line

- **Support- Equipment Repair/Replacement**
- **Replacement of broken or lost equipment** to be accomplished within three (3) work days for standard (available devices).
- **Optional customer support outlets.** Provide County Wireless Administration staff the option to utilize Service Provider's service centers, direct access outlets, and/or Internet site to coordinate maintenance, order supplies, and purchase equipment as necessary.

Through Authorized procedures
Using County account information
Reflected on County Bills

- **Value Added Features (Employee Purchase/Rate Plans).** The County's current wireless providers extend to Fulton County Employees an Employee Rate Plan which includes reduced rates for service, equipment, and accessories. This is not a requirement but is definitely in the County's interest to extend this feature to employees.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

The County has identified the following deliverables which are significant work products and/or milestones for this project. The County requires these deliverables be included but are not limited in the Scope of Service (“SOS”).

- Cellular Network Direct Access - Direct Access to the Public Switched Telephone Network (PSTN) and Internet (for data) via Cellular Network of 5G speeds or greater.
- Equipment compatible with Proposed Network
- Wireless Broadband Modems compatible with network as required of equal to or superior type and model is mandatory
- Public Safety Accessible Network
- Licensing - As required for data and voice management systems, services, and/or applications.
- In-Building Coverage Solution
- Account Administration and Technical Support
- Write tasks to be performed in a logical and sequential arrangement of work to the extent possible. Describe the tasks in terms of outcomes expected, such as response time, cleanliness level, equipment up-time and functionality. Use “work” words, such as:

Transition Plans – Functional Requirements. Transition Plan to Service Provider's Network and Service

- On the cut-over date, as determined in an agreement for service, the selected wireless provider will begin service level monitoring; begin transition to the new Wireless Communications Service; and will be fully responsible for the delivery of new products and services.
- The Service Provider is required to limit interruptions in services to two (2) hours or less during conversion from the current provider's network and equipment to the respondent's network.
- The County expects the Service Provider to be capable of converting all the County's existing Wireless devices (cellular, E- Mail, and data) to the Service Provider's network in an organized, timely manner with limited disruption to service and availability.
- The County expects any conversion to be accomplished in groups with no more than two (2) hours disruption in any one department, or office's, operation.
- The County's intent is to complete the conversion of the entire inventory of existing equipment to the Service Provider's network within 10 working days. The new wireless Service Provider is required to port all existing phone numbers within 2 hours from the current wireless provider to the new wireless contract network.
- The Service Provider is also required to limit interruptions in services during conversion from the current providers (to the minimum period necessary to convert equipment and network access per user); this includes ALL Services for the FULL transition period. This minimum time of interruption is especially critical for Public Safety and criminal justice staff members.
- The Service Provider will assume implementation and support responsibility for all existing equipment and associated service.
- The Service Provider will perform all Services described in this Agreement and satisfy Fulton County's business and operational requirements as they evolve.

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Service Provider as follows:

County agrees to compensate Service Provider for all services performed under this Agreement in an amount not to exceed \$927,908.38. (Nine Hundred Twenty Seven, Nine Hundred Eight Dollars and Thirty Eight Cents). The detailed costs are provided below:

CONTRACT YEAR	TOTAL COSTS BY YEAR (12 Months)
YEAR 1	\$927,908.38
YEAR 2*	\$889,229.07
YEAR 3*	\$889,229.07
TOTAL COST OF OWNERSHIP (Year 1-3)	2706366.517

NOTE: Total cost shall be inclusive of all projected expenses, including but not limited to transportation, meals, lodging, long distance calls, photocopying services, etc.

EXHIBIT F

PURCHASING FORMS

STATE OF GEORGIA
COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned service provider verifies its compliance with O.C.G.A. 13-0-91, stating affirmatively that the individual, firm or corporation which is

engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]**

AT&T Services Inc and its Related Corporations on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Service Provider further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

322556

EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent (Insert Contractor Name)

Associate Director HR Services
Title of Authorized Officer or Agent of Contractor
Joseph Atilano

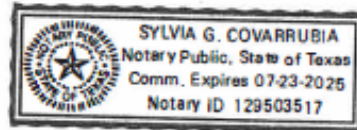
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 26 day of March, 2025

Notary Public: Sylvia G. Covarrubia

County: Bexar

Commission Expires: July 23, 2025



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFO, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 28 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** AT&T Services Inc and its Related Corporations behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,4 in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

322556
EEV/Basic Pilot Program* User Identification Number

[Signature]

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Associate Director HR Services
Title of Authorized Officer or Agent of Subcontractor

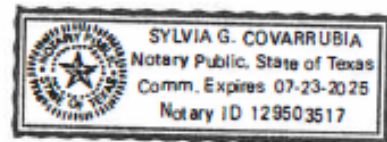
Joseph Atilano
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 26 day of March, 2025

[Signature]
(Notary Public) (Seal)

Commission Expires: July 23, 2025
(Date)



O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Zeeshawn Hussein - President

John Stankey - President

208 S. Akard Street
Dallas, TX 75202

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Please see attached link to AT&T's annual report where you will find insight into AT&T's business operations. Select "investor Profile, and "AT&T Profile".

<https://investors.att.com>

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

N/A

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

1. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

2. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

3. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

 NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 25th day of September, 2024

AT&T Enterprises, LLC
(Legal Name of Proponent) (Date)

Marcellus Brooks
(Signature of Authorized Representative) (Date)

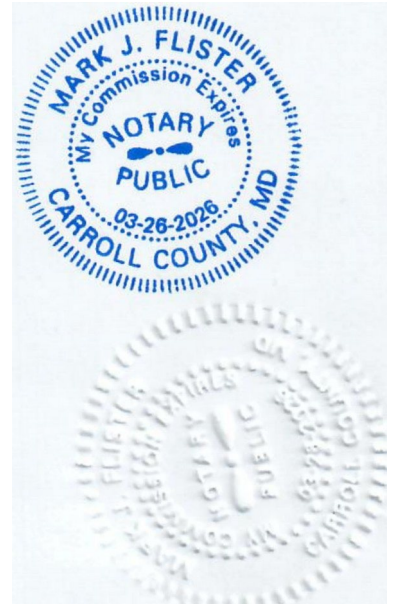
Director - Contracts
(Title)

Sworn to and subscribed before me,

This 25th day of September, 2024

Mark J. A.
(Notary Public) (Seal)

Commission Expires 03 12 6 12 0 26
(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name:

Performing work as: Prime Service Provider _Subcontractor/Sub-Consultant _____

Professional License Type:

Professional License Number:

Expiration Date of License:

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Date:

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror, AT&T Corp is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.


Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

AT&T Corp _____
(BUSINESS NAME)

675 W Peachtree St NW Atlanta, GA 30308
(FULTON COUNTY BUSINESS ADDRESS)

Client Solutions Executive
(OFFICIAL TITLE OF AFFIANT)

Shane Robinson
(NAME OF AFFIANT)


(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 1st day of October, 2024

Shane D. O'Neal
(Notary Public) (Seal)

Commission Expires: April 13, 2025
(Date)





STATE OF GEORGIA COUNTY OF FULTON

FORM F: SERVICE-DISABLED VETERAN PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror

N/A is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20_____

(Notary Public) (Seal)

Commission Expires: _____
(Date)

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

REQUIRED FORMS

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** complete and upload Exhibits A through C and the Utilization Plan, if applicable, as described in Section 3.2, Format & Proposal Submission Instructions.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B1 – Schedule of Intended Subcontractor Utilization
- Exhibit B2 – Subcontractors & Suppliers Form
- Exhibit C – Subcontractor Contact Form Utilization Plan (If applicable)

UTILIZATION REPORTING (Post Award)

The awardee(s) will be required to report all payments from the County to the prime contractor, and prime contractor payments to subcontractors, sub-consultants and suppliers (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROJECT REQUIREMENTS

REQUEST FOR PROPOSAL 24RFP1319236B-PS
Fulton County Wireless Communication Services and Devices

For

INFORMATION TECHNOLOGY

WORK CATEGORY: OTHER SERVICES

Based on the above-referenced work category, the availability of MBE and FBE firms available for subcontracting participation/opportunities is:

WORK CATEGORY AVAILABILITY:

11.49%% MBE and 2.62% FBE

Any firm designated as certified by the County and is engaged by the successful Prime Contractor who performs a commercially useful function in the execution of the project will be eligible for participation credit using the following certified designations:

MBE –Minority Business

Enterprise FBE - Female

Business Enterprise SBE –

Small Business Enterprise

DBE – Disadvantage Business

Enterprise SDVBE – Veteran Owned

Business Enterprise

NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROGRAM REMINDERS

1. Certification: It is the Prime Contractor's responsibility to verify that subcontractor/sub-consultants included in their bid/proposal are certified. The County accepts certifications from the Georgia Minority Supplier Development Council (GMSDC); Women Business Enterprise National Council (WBENC), Small Business Administration (SBA); VETBIZ; Department of Transportation (GDOT) and; the City of Atlanta, Office of Contract Compliance.
2. Reporting: The successful bidder/proposer must submit a monthly subcontractor utilization report of all payments using the automated B2GNOW Payment Software Program. This requirement will be discussed with the awardee at the Kick-Off/Pre-Construction meeting.

3. Exhibit B1 – Schedule of Intended Subcontractor Utilization: It is required that the bidder/proposer designated as the “Prime Contractor” list and submit information on all subcontractors (including majority firms) they solicited for quotes and plan to utilize for the project. Failure to submit this form may result in your bid/proposal being declared non-responsive.
4. Directories of Certified Firms: To access Directories of certified firms of Fulton County or the entities from whom Fulton County accepts certifications, see web links below:

Fulton County Government

<https://fultoncountyga.diversitycompliance.com> Click “Search Registered Directory” for Certified Vendors

City of Atlanta Government <https://atlantaga.gob2g.com/>

Scroll down and Click “Portal” to search for Certified Vendors

VETBIZ

<https://vip-vems-hotfixdev.powerappsportals.us/services/service-find-verified-firm/>

Scroll down to bottom. You will see “Search Business” to search for Service-Disabled Veteran Business Enterprise Certified Vendors.

GDOT

<http://www.dot.ga.gov/>

Click drop down arrow on “Doing Business” then click “DBE Program”. Scroll down, click on “ Directories” drop down arrow then click on “UPC Directories” to search for Certified Vendors.

GMSDC – Georgia Minority Supplier Development Council <https://gmsdc.org/>

WBENC – Women’s Business Enterprise National Council <https://www.wbenc.org/certification>

SBA – Small Business Administration https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

AT&T Supplier Diversity



Good Faith Effort

Our Corporate Commitment: It is the policy of AT&T to promote, increase and improve the quality of the overall participation of diverse suppliers in our purchases of materials and services.

Supplier Diversity Overview: AT&T Supplier Diversity connects certified **minority-, woman-, veteran-, LGBTQ+ and disability-owned** business enterprises with opportunities to provide products and services to AT&T around the world. We believe diverse suppliers bring value to our company through their unique skills and innovative ideas. Their efforts help us deliver world-class products and services to meet our customers' diverse needs. AT&T's Supplier Diversity program seeks to make meaningful and measurable contributions to the economic growth of diverse companies and communities by stimulating job growth, improving opportunities for technical training and being a catalyst to fuel new diversity businesses. It is our goal that the Supplier Diversity program will help improve the livelihoods for diverse individuals across the country.

Goals: Our goal for diversity performance is to achieve **\$10 billion** in spend with diverse suppliers – minority, woman, veteran, LGBTQ+, and disability-owned business enterprises. Participation in the supplier diversity program requires third-party certification ([ATT Certification Agencies](#)) issued by an approved organization or agency, and a copy of the certification is required to do business with AT&T as a diverse supplier. The supplier diversity program is also instrumental in helping prime suppliers increase the use of diverse businesses in their supply chain for subcontracting opportunities.

Subcontracting and Indirect Second Tier: AT&T will contract with diverse suppliers when possible, however for the majority of proposals for AT&T core services, indirect second tier reporting will be used.

Outreach and Supplier Engagement: AT&T's Supplier Diversity program has built a best-in-class program that includes comprehensive outreach to connect with hundreds of diverse businesses nationwide. To achieve maximum effectiveness, we partner with business organizations and chambers of commerce for the various segments and regional certification agencies to connect with diverse businesses. For a list of AT&T scheduled events visit our website at www.attsupplierdiversity.com

Program Administration: The Program Administrator has general overall responsibility for the subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the plan. For addition program information, please email AT&T Supplier Diversity at attsupplierdiversity@att.com.

Signed:

A handwritten signature in black ink that reads "Alexis Dennard".

Name: Alexis Dennard
Title: Assistant Vice President, AT&T Mass Markets Supply Chain, Supplier Diversity & Sustainability
Address: 208 S Akard ST, Room 2027, Dallas, TX 75202

AT&T Proprietary (Restricted)

Only for use by authorized individuals or any above-designated team(s) within the AT&T companies and not for general distribution

ADDRESS: 1055 Lenox Park Blvd Brookhaven, GA 30319

PHONE NUMBER: 404-353-0642 EMAIL: **shane.robinson@att.com**

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form must be completed and submitted with the bid/proposal. All prime bidders/proposers must submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name AT&T Enterprises
LLC.

ITB/RFP Name & Number: **24RFP1319236B-PS**

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT is a minority or female owned and controlled business enterprise. African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); Small Business (SBE); Service Disable Veteran (SDVBE)

Disadvantage Business (DBE) **If yes, Prime must submit a copy of recent certification.

Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:



\$ _____ Or _____ 0%

1. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information: [N/A](#)

Business Name (a.)	Business Name (b.)
-----------------------	-----------------------

% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

1. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM) N/A**

Total Dollar Value of Certified Subcontractors: (\$) \$0

Total Percentage of Certified Subcontractors: (%) 0%

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: Shane M. Robinson

Title: Shane Robinson

Business or Corporate Name: AT&T Enterprises LLC.

Address: 1055 Lenox Park Blvd

Telephone: (404)353-0642

Fax Number: ()

Email Address: shane.robinson@att.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

Insurance and Risk Management Provisions

WIRELESS COMMUNICATION

The following is the minimum insurance and limits that the Service Provider must maintain. If the Service Provider maintains broader coverages and/or higher limits that the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Service Provider, with a 30-day written notice to Service Provider along with the rationale.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the initiation date of the Contract.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance BY ACCIDENT - EACH ACCIDENT
\$500,000

Employer's Liability Insurance BY DISEASE - POLICY LIMIT
\$500,000

Employer's Liability Insurance BY DISEASE - EACH EMPLOYEE
\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability Each Occurrence - \$1,000,000
 (Other than Products/Completed Operations) General Aggregate - \$2,000,000

Products\Completed Operations Aggregate Limit - \$2,000,000
 Personal and Advertising Injury Limits - \$1,000,000
 Damage to Rented Premises Limits - \$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage Each
 Occurrence - \$1,000,000

(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY

(In excess of Auto GL and Employers Liability)

Each Occurrence - \$1,000,000

5. PROFESSIONAL (E & O) LIABILITY Per Claim/Aggregate
 - \$2,000,000/\$2,000,000

Service Provider shall ensure that coverage under this policy shall continue for a period of twenty-four (24) months after completion of services.

6. CYBER LIABILITY Each Occurrence - \$2,000,000

Policy shall include coverage for losses arising from the breach of information, security, privacy and intentional/unintentional release of private information.

Certificates:

Service Provider shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Service Provider insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government
Attn: Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

The obligations for the Service Provider to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Service Provider from any liability incurred as a result of their activities/ operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Service Provider shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

INTENTIONALLY OMITTED

PROTECTION OF PROPERTY

Service Provider will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Service Provider shall take all necessary precautions for the safety of employees of the

work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Service Provider shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____

SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

EXHIBIT I

ATTACHMENTS

- **Exhibit 1: Functionality Requirements Matrix**
- **Exhibit 2: Fulton County Map**
- **Exhibit 3: In Building Coverage**

EXHIBIT 1

Functionality Requirement Matrix

Service Plan Requirements	Comply (Y/N) If comply state "Y" it must be included in Price unless specification states otherwise
Unlimited Minutes. The County requires that all lines of service include unlimited minute plan.	Y
Unlimited Data and Text. The County requires that all lines of service include unlimited data and text features.	Y
Shared Minutes. The County requires an option to access per user in a pooled plan per month for cellular service specialty programs that are seasonal.	Y
Periodic Use Requirement. The County requires a Special Plan for devices used to support an event such as Elections, Emergency Services, Special Projects. No device in this category is used over 90 days throughout the year.	Y
National Roaming in Continental U.S. (outside local service area as defined in item 4. a. above) at no additional expense, 24 hours per day, 7 days per week for both Voice and Data Services.	Y
Domestic (Continental U.S.) Long Distance Service at no additional expense.	Y
International (Outside of the Continental U.S.) Long Distance Service.	Y
Call Forwarding (routing) at no additional expense.	Y
Call Waiting at no additional expense	Y
Caller ID at no additional expense.	Y
3-Way Calling at no additional expense.	Y
Basic Voicemail (for individual wireless device) at no additional expense	Y
Unlimited Mobile to Mobile (for all units of proposed bid) calling at no additional expense. (Specify applicable times and any exceptions)	Y
Unlimited Nights & Weekends calling at no additional expense. (Specify applicable times and any exceptions)	Y
Unlimited Texting at no additional expense.	Y
Unlimited Data Usage with no restrictions – No buffering or lower speed connections	Y
Detailed Billing Upon Demand at no additional expense.	Y
Push to Talk. Ability to communicate directly with another device on the respondent's network. This item may be addressed over the same network or via a separate distinct network.	Y
Individual Plans for Identified Devices. Selected units which require greater than average allotted average of shared minutes due to assignment of position.	Y
Network Service Area/Coverage- National Service Requirements.	Comply (Y/N) If comply state "Y" it must be included in Price unless specification states otherwise
Service Provider must provide sufficient network coverage to support operational requirements of County departments requiring wireless communications services roaming outside local service area, but within the Continental United States, to be provided as a result of an award of this solicitation. (Include a copy of national coverage Map (Continental United States))	Y
The County reserves the right to review the proposed equipment to verify uniformity and availability to meet service and support requirements of County staff.	Y
Service Provider must also be able to provide a Coverage Area Network solution to include sufficient in-building signal coverage for major County facilities and areas that have interference with the providers network service/coverage for local service. See Exhibit A (Map of Fulton County) and Exhibit B (List of Fulton facilities with in-building solutions). In-building coverage solution must be installed and implemented within the first year.	Y
Service Provider must provide details information on how Coverage Area Network Solution will be implemented and maintained.	Y
The Service Provider must not reduce data upload and download speeds during peak hours	Y
Equipment and Features	Comply (Y/N) If comply state "Y" it must be included in Price unless specification states otherwise
Cellular Network Direct Access - Direct Access to the Public Switched Telephone Network (PSTN) and Internet (for data) via Cellular Network of 5G speeds or greater.	Y
Must present a plan for Unlimited Data and Text for all devices	Y
Must Submit a Data Only Plan	Y

Nation-wide service, roaming included, and coverage to include calling, data and text are mandatory requirements	Y
Ability to deliver quality service for both voice and data	Y
All existing telephone numbers must remain the same	Y
Equipment compatible with network as required –	Y
Equipment provided must be new and current technology. Refurbished, and non-current equipment will not be accepted.	Y
Equipment must be preconfigured to use County's Mobile Device Management Solution (Currently Intune)	Y
Each new and replacement equipment order Contractor should include a one style of protective case to fit the current model Apple or Samsung smartphone. A protective case is defined as a case that covers the entire phone casing	Y
All equipment costs must be included and identified separately.	Y
Replacement equipment must be new and current technology. Refurbished or non-current equipment will not be accepted	Y
Accessories for New and Replacement equipment is mandatory and non-negotiable. Accessories include hands-free device, USB/USB-C charging block and power cord.	Y
Implementation/Transition Plan	Comply (Y/N) If comply state "Y" it must be included in Price unless specification states otherwise
On the cutover date, as determined in an agreement for service, the selected wireless provider will begin service level monitoring; begin transition to the new Wireless Communications Service; and will be fully responsible for the delivery of new products and services.	Y
The Bidder is required to limit interruptions in services to two (2) hours or less during conversion from the current provider's network and equipment to the respondent's network.	Y
The County expects the successful bidder to be capable of converting all the County's existing Wireless devices (cellular, E-Mail, and data) to the bidder's network in an organized, timely manner with limited disruption to service and availability.	Y
The County expects any conversion to be accomplished in groups with no more than two (2) hours disruption in any one department, or office's, operation.	Y
The County's intent is to complete the conversion of the entire inventory of existing equipment to the successful bidder's network within 10 working days.	Y
The new wireless Service Provider is required to port all existing phone numbers within 2 hours from the current wireless provider to the new wireless contract network.	Y
The Service Provider is also required to limit interruptions in services during conversion from the current providers (to the minimum period necessary to convert equipment and network access per user); this includes ALL Services for the FULL transition period. This minimum time of interruption is especially critical for Public Safety and criminal justice staff members.	Y
The selected Service Provider will assume implementation and support responsibility for all existing equipment and associated service.	Y
The selected Service Provider will perform the all Services described in this ITB and satisfy Fulton County's business and operational requirements as they evolve.	Y
In-Building Coverage (Network Coverage Solution)	Comply (Y/N) If comply state "Y" it must be included in Price unless specification states otherwise
Service Provider must also be able to provide a Coverage Area Network solution to include sufficient in-building signal coverage for major County facilities and areas that have interference with the providers network service/coverage for local service. See Exhibit 4 (Map of Fulton County) and Exhibit 5 (List of Fulton facilities with in-building solutions). In-building coverage solution must be installed and implemented within the first year.	Y
Service Provider must provide equipment necessary to provide sufficient in-building signal coverage for Major County facilities and areas that have interference with the provider's network service/coverage for local service. See Exhibit 4 (Map of Fulton County) and Exhibit 5 (List of Fulton facilities with in-building solutions)	Y
Service Provider must provide routine maintenance on equipment	Y
Service Provider must provide details information on how Coverage Area Network Solution will be implemented and maintained	Y
Total cost of ownership for equipment, service and maintenance must be included in the year one cost expenses	Y
Public Safety Network and Equipment with Secure Provisioning and Account Requirements.	Comply (Y/N) If comply state "Y" it must be included in Price unless specification states otherwise

The County has a special requirement for certain public safety applications with units (wireless cellular telephones) to be assigned anonymously with no association to the County, County bill, or the public safety agency.	Y
Capability to establish secure accounts for law enforcement applications, documenting their ability to establish accounts (administration, provisioning, and billing) in a secured manner which ensures the equipment and service of the covered units are provided in a safe and secure manner, and not in any way associated with the County's Wireless Agreement.	Y
Provide priority communication services for Fulton County Public Safety devices in the event of a disaster.	Y
Provide Fulton County with access to a dedicated Public Safety network for automatic preemption that allows staff dedicated and priority calling	Y
Provide Fulton County with access to a dedicated network that allows County Key and Executive users to escalate to preemption in the event of an emergency.	Y
Billing and Account Management Requirements	Comply (Y/N) If comply state "Y" it must be included in Price unless specification states
Electronic Billing Requirement. The selected Service Provider <u>must</u> provide electronic billing. Billing must contain as much or more detail than paper invoicing and be accurate and reliable for auditing back to contractual rates and terms. Billing must also be available in an MS Excel format and Electronic Data Interchange format (EDI). Billing and invoicing must also be available the life of the contract.	Y
Online Information on Account Activity. Provide online availability (via provided secure website) of account activity (usage, billing, service, etc.) to enable selected County staff to view their office's assigned units for verification of use as appropriate and tracking to departmental, office, or group budget.	Y
Online availability to program devices to include (new service, suspension, termination) device change.	Y
Account Support Requirements	Comply (Y/N) If comply state "Y" it must be included in Price unless specification states otherwise
Account Support- to include a dedicated account team for support in providing advice on changes in service to improve operations, reduce costs, add value to supported functions, and review usage in line with industry best practices.	Y
Technical Support- to include training, and technical assistance on use of devices, accessories, features, and/or applications supported by proposed plan must be available:	Y
By Telephone 24 X 7 X 365 days per year for basic information and routine assistance.	Y
On-site for groups or large roll-outs of new equipment for applications or changes in devices or service sets by scheduled appointment.	Y
Internet Support Equipment Tutorials for use and features Frequently asked questions on services and features of network Coverage maps for traveling	Y

Technical support Chat line	
Support- Equipment Repair/Replacement	Y
Replacement of broken or lost equipment to be accomplished within seven (5) work days for standard (available devices).	Y
If standard devices are not available , comparable equipment (equal to or greater capability) must be made available at no additional charge upon approval.	Y
International Technical Support	Y
Optional customer support outlets. Provide County Wireless Administration staff the option to utilize bidder's service centers, direct access outlets, and/or Internet site to coordinate maintenance, order supplies, and purchase equipment as necessary. Through Authorized procedures Using County account information Reflected on County Bills	Y
Value Added Features (Employee Purchase/Rate Plans).	Comply (Y/N) If comply state "Y" it must be included in Price unless specification states otherwise
The County's current wireless providers extend to Fulton County Employees an Employee Rate Plan which includes reduced rates for service, equipment, and accessories. This is not a requirement, but is definitely in the County's interest to extend this feature to employees.	Y

As the incumbent provider, we provide FirstNet, the only dedicated Public Safety Network approved by the Federal Government. AT&T was awarded the 25 year agreement from the FirstNet Authority to provide the FirstNet network for Government and Public Safety.

FirstNet is the only nationwide wireless broadband communications platform dedicated to America's first responders and public safety community. This reliable, highly-secure communications platform brings reliability to public safety agencies and first responders—helping them make faster and better decisions to keep themselves and the public safe. FirstNet is different from other carriers in that it has a dedicated public safety core that routes FirstNet traffic. It also encrypts network traffic within the core, creating the highly secure environment public safety requires.

In emergencies and disasters, commercial networks can quickly become congested, meaning communications sometimes aren't available to first responders when they're needed most. That's why only the FirstNet network features First Priority that supports prioritized and efficient communications, as well as preemptive access to network resources for first responders during times of congestion. FirstNet users that support first responders can be uplifted to priority status to keep the lines of communication open when it matters most.

Comments

Comments

EXHIBIT 2

Fulton County Map

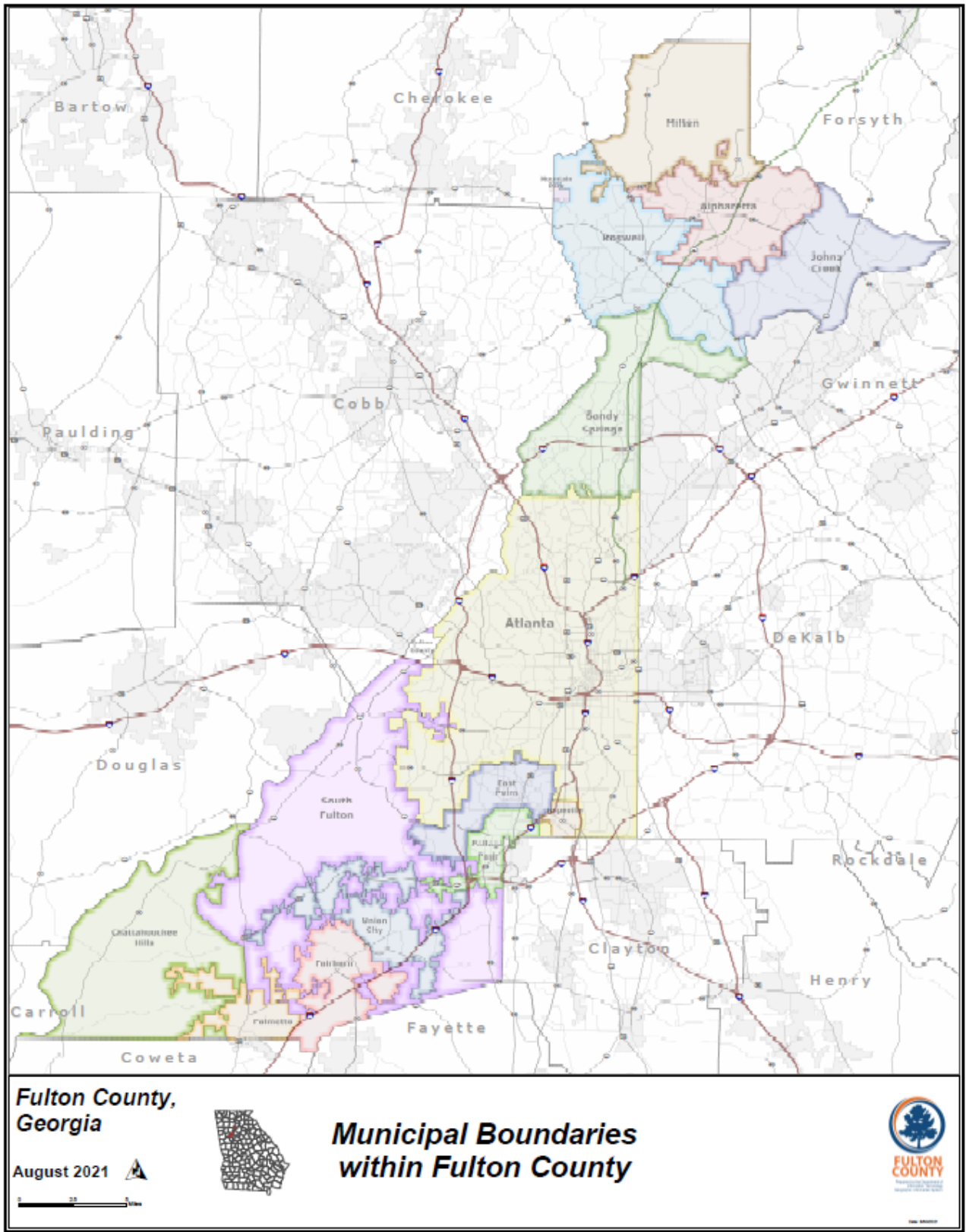


EXHIBIT 3
Wireless Coverage
(In Building Coverage)

Location	Address	Floor	~SQ FT
Government Center Tower (GCT)	141 Pryor St. SW Atlanta, Georgia 30312	Ground Tower	40,223
		Ground Midrise	43,300
Public Safety Building / EOC	130 Peachtree St. SW Atlanta, Georgia 30303	Ground	22,377
Fulton County Courthouse	136 Pryor Street SW Atlanta, Georgia 30312	Basement	15,000
Justice Center Building (JCB)	160 Pryor Street SW Atlanta, Georgia 30312	Basement	30,000
		Ground	30,000
		1 st Floor	22,790
		Trailer	
Justice Center Tower (JCT)	185 Central Ave. Atlanta, Georgia 30312	Service Level	45,000
		Ground	60,664
		1 st Floor	55,000
		2 nd Floor	55,000
Juvenile Court (JC)	395 Pryor St. SW Atlanta, Georgia 30312	Basement	41,264
		1 st Floor	41,264
South Fulton County Operations & Maintenance	7472 Cochran Road Atlanta, Georgia 30349	1 st Floor	35,500
Fulton County Jail	901 Rice St NW, Atlanta, Georgia 30318	1 st Floor	20,000
Central Library	One Margaret Mitchell Square Atlanta, GA 30303	Auditorium Pre-Function Back of House	10,780
Fulton County Election and Operations Center	5600 Campbellton-Fairburn Road, 30213	Entire Building	600,000
Fulton County Animal Shelter	1251 Fulton Industrial Blvd NW, Atlanta, GA 30336	Entire Building	55,789.26

APPENDICES

Information Technology Glossary of Terms and Definitions

APPENDIX 1: INFORMATION TECHNOLOGY GLOSSARY OF TERMS AND DEFINITIONS

A

Access point: A device that allows wireless-equipped computers and other devices to communicate with a wired network.

Alias: A short, easy to remember name created for use in place of a longer, more complicated name; commonly used in e-mail applications. Also referred to as a “nickname”.

Authentication: The process of identifying yourself and the verification that you’re who you say you are. Computers where restricted information is stored may require you to enter your username and password to gain access.

B

Bandwidth: A measurement of the amount of data that can be transmitted over a network at any given time. The higher the network’s bandwidth, the greater the volume of data that can be transmitted. Network bandwidth is usually expressed in bits per second (bps); modern networks typically have speeds measured in the millions of bits per second (megabits per second, or Mbps) or billions of bits per second (gigabits per second, or Gbps).

Business Continuity: Activity performed by an organization to ensure that critical business functions will be available to customers, suppliers, regulators, and other entities that must have access to those functions. These activities include many daily chores such as project management, system backups, change control, and help desk. **Business Continuity** is not something implemented at the time of a disaster; Business Continuity refers to those activities performed daily to maintain service, consistency, and recoverability.

BYOD: Bring Your Own Device or “BYOD” is a business and technology policy that allows employees to bring in personal mobile devices and use these devices to access company data, email, etc.

C

Cache: A set of files saved on your hard disk that help your browser display pages you have already visited more quickly. It displays the files from your hard disk instead of the web.

Cloud: A common shorthand for a provided cloud computing services (or even an aggregation of all existing cloud services) is “The Cloud”. The cloud, simply, refers to software and services that run on the Internet instead of your computer. Apple

iCloud, Dropbox, Netflix, Amazon Cloud Drive, Flickr, Google Drive, Microsoft Office 365, Yahoo Mail — those are all cloud services.

Content Management: Content management is a collection of tools, software and processes that allow you to collect, manage and publish information on any medium. Content management also ensures that whatever content you have is indexable or searchable, making it easy for users to find that information. It also encompasses deletion of content.

Cookie: A small piece of information you may be asked to accept when connecting to certain servers via a web browser. It is used throughout your session as a means of identifying you. A cookie is specific to, and sent only to the server that generated it.

CPU: Central processing unit; the part of a computer that oversees all operations and calculations.

Cross-Platform: Cross-platform (a.k.a. agnostic, agnostic application and agnostic platform) refers to something that is interoperable among different operating systems, systems and platforms. Cross-platform, however, is more focused on software that can run on any operating system and on any processor architecture.

Crowdsourcing: Crowdsourcing means the outsourcing of your tasks to, well, a crowd of people. That is, you will have a loosely defined group, which will do the work for you. Crowdsourcing takes away the task that you have to do in-house or by using an employee and letting a bigger group of people do it. In IT, crowdsourcing usually involves the general public.

CSP: Cloud Service Provider; a business model for providing cloud services.

CSS: Cascading Style Sheet; A set of rules that define how web pages are displayed using CSS, designers can create rules that define how page.

Customer Relationship Management: Customer relationship management refers to a set of processes, tools, technologies and software that help businesses manage their relationships with their customers. For instance, a customer relationship management software would be able to give businesses enough details about their customers from the level of communication that has been done by each customer and when. This allows businesses to personalize and customize their contacts with the customer to gain more sales.

D

Database: A collection of information organized so that a computer application can quickly access selected information; it can be thought of as an electronic filing system. Traditional databases are organized by fields, records (a complete set of fields), and files (a collection of records). Alternatively, in a Hypertext database, any object (e.g., text, a picture, or a film) can be linked to any other object.

Data center: Facility used to house computer systems and associated components, such as telecommunications and storage systems. Generally includes redundant or backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and security devices.

Desktop: On computers like IBM PC or compatibles and Macintoshes, the backdrop where windows and icons for disks and applications reside.

Devices: Input devices include things like microphones, keyboards, mouse, touchpads, wheels, joysticks, etc. Output devices include printers, monitors, projectors and speakers.

DHCP: Dynamic Host Configuration Protocol; a protocol that lets a server on a local network assign temporary IP addresses to a computer or other network devices.

Dialog box: Sometimes referred to as a window; on a graphical user interface system, an enclosed area displayed by a program or process to prompt a user for entry of information in one or more boxes (fields).

Disaster recovery: Disaster recovery is the process, policies and procedures related to preparing for recovery or continuation of technology infrastructure critical to an organization after a natural or human-induced disaster. Disaster recovery is a subset of business continuity. While business continuity involves planning for keeping all aspects of a business functioning in the midst of disruptive events, disaster recovery focuses on the IT or technology systems that support business functions.

Disruptive Technology: New technology that surprisingly displaces an already established one.

DNS: The domain name system is how computers convert human-readable domain names and hostnames to numerical IP addresses. When you type howtogeek.com into your web browser's address bar, your computer contacts its

DNS server and the DNS server replies with the numerical IP address of How-To Geek's server, which is what your computer connects to.

DHCP: The dynamic host configuration protocol allows computers to automatically request and be assigned IP addresses and other network settings. For example, when you connect your laptop or smartphone to your Wi-Fi network, your device asks the router for an IP address using DHCP and the router assigns an IP address. This simplifies things — you don't have to set up static IP addresses manually.

Domain Name: Domain names are the base part of website names like howtogeek.com or google.com. Note that domain names are just another type of hostname.

Domain: Part of an Internet address. The network hierarchy consists of domains and subdomains. At the top are a number of major categories (e.g., com, edu, gov); next are domains within these categories (e.g., ohio-state); and then there are subdomains. The computer name is at the lowest level of the hierarchy.

Download: The process of transferring one or more files from a remote computer to your local computer. The opposite action is upload.

E

EHR/EMR/PHR (Electronic Health Record/Electronic Health Record/Personal Health Record) these three are together because people often use them interchangeably. EMR stands for Electronic Medical Record, EHR stands for Electronic Health Record and PHR stands for Personal Health Record.

Encryption: The manipulation of data to prevent accurate interpretation by all but those for whom the data is intended.

Ethernet: Ethernet is the standard wired network technology in use almost everywhere today. If your computer is connected to a network via a cable, it's likely using an Ethernet cable. That cable plugs into an Ethernet port on your computer.

Ethernet card: An adapter card that fits into a computer and connects to Ethernet cabling; different types of adaptor cards fit specific computers.

F

Female connector: A cable connector that has holes and plugs into a port or interface to connect one device to another.

Filter: Refers to: 1) a program that has the function of translating data into a different format (e.g., a program used to import or export data or a particular file); 2) a pattern that prevents non-matching data from passing through (e.g., email

filters); and 3) in paint programs and image editors, a special effect that can be applied to a bit map.

Firewall: A firewall is a piece of software or hardware that blocks certain types of traffic. For example, a firewall could block incoming traffic on a certain port or block all incoming traffic except traffic coming from a specific IP address.

Flash drive: A small device that plugs into computer's USB port and functions as a portable hard drive.

FTP: File Transfer Protocol; a method of exchanging files between computers via the Internet. A program like WS FTP for IBM PC or compatibles or Fetch for Macintosh is required. Files can contain documents or programs and can be ASCII text or binary data.

G

Gateway: A gateway is a device that routes traffic between networks. For example, at home, your router is your gateway. It provides a "gateway" between your LAN and WAN.

Gigabyte (Gig or GB): 1024 x 1024 x 1024 (2 to the 30th power) bytes; it's usually sufficient to think of a gigabyte as approximately one billion bytes or 1000 megabytes.

H

Help desk: A help desk is an information and assistance resource that troubleshoots problems with computers or similar products.

Hostnames: A hostname is a human-readable label that points to a device connected to a network. For example, on your home network, your Windows computer's hostname may be WINDOWSPC. Your other devices can connect to WINDOWSPC and will be pointed at that computer's local IP address.

HTML: HyperText Markup Language; a language used for creating web pages. Various instructions and sets of tags are used to define how the document will look.

HTTP: The hypertext transfer protocol is the standard protocol modern web browsers and the web itself uses. FTP and BitTorrent are examples of alternative protocols.

I

IaaS: Infrastructure as a Service; In the most basic cloud-service model, providers of IaaS offer computers – physical or (more often) virtual machines – and other resources.

IP Address: An Internet Protocol address, or IP address, is a numerical address that corresponds to your computer on a network. When a computer wants to connect to another computer, it connects to that computer's IP address.

ISP: Your Internet service provider is the company that provides you with your Internet connection. For example, your ISP may be Comcast, Time Warner, or whatever other company you're paying each month.

ITIL®: The Information Technology Infrastructure Library (ITIL®) sets forth the best practices and standards for providing IT services.

L

LAN: A local area network is a small network that's confined to a local area. For example, your home network or an office network is a LAN. Connects a group of computers for the purpose of sharing resources such as programs, documents, or printers. Shared files often are stored on a central file server.

Localhost: The hostname "localhost" always corresponds to the device you're using. This uses the loopback network interface — a network interface implemented in software — to connect directly to your own PC.

M

MAC: Media Access Control; The hardware address of a device connected to a shared network.

MAC Address: Each network interface has a media access control address, or MAC address — also known as a physical address. This is a unique identifier designed to identify different computers on a network. MAC addresses are usually assigned when a manufacturer creates a network device.

Mail server: A networked computer dedicated to supporting electronic mail. You use a client program like Microsoft Outlook for retrieving new mail from the server and for composing and sending messages.

Male connector: A cable connector that has pins and plugs into a port or interface to connect one device to another.

MDM: Mobile Device Management; Any routine or tool intended to distribute applications, data, and configuration settings to mobile communications devices. The intent of MDM is to optimize the functionality and security of a mobile communications network. MDM must be part of a coherent BYOD strategy.

Megabyte (Meg or MB): 1,024 x 1,024 (2 to the 20th power) bytes; it's usually sufficient to think of a megabytes as one million bytes.

Microsoft Exchange: Microsoft Exchange Server is the server side of a client-server, collaborative application product developed by Microsoft. It is part of the Microsoft Servers line of server products and is used by enterprises using Microsoft infrastructure products. Exchange's major features consist of electronic mail, calendaring, contacts and tasks; support for mobile and web-based access to information; and support for data storage

Microsoft Windows: A group of operating systems for PC or compatible computers; Windows provides a graphical user interface so you can point and click to indicate what you want to do.

MIME: Multipurpose Internet Mail Extensions; a protocol that enables you to include various types of files (text, audio, video, images, etc.) as an attachment to an e-mail message.

Monitor: The part of a computer that contains the screen where messages to and from the central processing unit (CPU) are displayed. Monitors come in a variety of sizes and resolutions. The higher the number of pixels a screen is capable of displaying, the better the resolution. Sometimes may be referred to as a CRT.

MSP: Managed Service Provider; A business model for providing information-technology services.

N

Nameserver: A computer that runs a program for converting Internet domain names into the corresponding IP addresses and vice versa.

NAT: Network Address Translation; a standard that enables a LAN to use a set of IP addresses for internal traffic and a single IP address for communications with the Internet.

Network: A group of interconnected computers capable of exchanging information. A network can be as few as several personal computers on a LAN or as large as the Internet, a worldwide network of computers.

Network adapter: A device that connects your computer to a network; also called an adapter card or network interface card.

Network hub: A common connection point for devices on a network.

Network Interface / Network Adapter: Your computer's wired Ethernet connection and Wi-Fi connection are basically both network interfaces. If your laptop was connected to both a wired connection and a Wi-Fi network, each network interface would have its own IP address. Each is a different connection.

NNTP: Network News Transport Protocol; the protocol used for posting, distributing, and retrieving network news messages.

O

On-site: At-place-of-work-or-business support, typically provided by a technically qualified individual.

P

Patch: Piece of software designed to update a computer program or its supporting data, to fix or improve it. This includes fixing security vulnerabilities and other bugs, and improving the usability or performance.

PC: Usually refers to an IBM PC or compatible, or when used generically, to a "personal computer". In a different context, PC also is an abbreviation for "politically correct."

Port: When an application wants to send or receive traffic, it has to use a numbered port between 1 to 65535. This is how you can have multiple applications on a computer using the network and each application knows which traffic is for it.

Protocol – TCP, UDP, ICMP, etc.: Protocols are different ways of communicating over the Internet. TCP and UDP are the most common protocols. The ICMP protocol is also used, but primarily so network devices can check each other's status. Different protocols are ideal for different types of communication.

R

RAM: Random Access Memory provides space for your computer to read and write data so that the CPU can find it quickly and easily. When people refer to memory upgrades they are usually talking about RAM.

Remote desktop: A Windows feature that allows you to have access to a Windows session from another computer in a different location

Remote login: An interactive connection from your desktop computer over a network or telephone lines to a computer in another location (remote site).

Router: A device used for connecting two Local Area Networks (LANs); a device that passes traffic back and forth. You likely have a home router. It's that router's

job to pass outgoing traffic from your local devices to the Internet, and to pass incoming traffic from the Internet to your devices.

S

SAN: A storage area network (SAN) is a dedicated storage network that provides access to consolidated, block level storage. SANs primarily are used to make storage devices (such as disk arrays, tape libraries, and optical jukeboxes) accessible to servers so that the devices appear as locally attached to the operating system. A SAN typically has its own network of storage devices that are generally not accessible through the regular network by regular devices.

Serial port: An interface on a computer that supports transmission of a single bit at a time; can be used for connecting almost any type of external device including a mouse, a modem, or a printer.

Server: A computer that is responsible for responding to requests made by a client program (e.g., a web browser or an e-mail program) or computer. Also referred to as a "file server".

SID: Service Set Identifier; a name that identifies a wireless network.

SMTP: Simple Mail Transfer Protocol is an Internet standard for e-mail transmission.

SSL: Small data files that digitally bind a cryptographic key to an organization's details. When installed on a web server, it activates the padlock and the https protocol (over port 443) and allows secure connections from a web server to a browser. Typically, SSL is used to secure credit card transactions, data transfer and logins, and more recently is becoming the norm when securing browsing of social media sites. SSL Certificates bind together: A domain name, server name or hostname. An organizational identity (i.e. company name) and location. An organization needs to install the SSL Certificate onto its web server to initiate secure sessions with browsers. Depending on the type of SSL Certificate applied for, the organization will need to go through differing levels of vetting. Once installed, it is possible to connect to the website over <https://www.domain.com>, as this tells the server to establish a secure connection with the browser. Once a secure connection is established, all web traffic between the web server and the web browser will be secure. To view the details of an SSL Certificate, go to a secure site, click on the padlock and select "View Certificate". All browsers are slightly different, but the Certificate always contains the same information.

SMB: The Server Message Block Protocol (SMB protocol) provides a method for client applications in a computer to read and write to files on and to request services from server programs in a computer network.

SMTP: Simple Mail Transfer Protocol; a method of handling outgoing electronic mail.

Software: Any program that performs a specific function. Examples: word processing, spreadsheet calculations, or electronic mail.

Spam: Email spam, also known as junk email or unsolicited bulk email (UBE), is a subset of spam that involves nearly identical messages sent to numerous recipients by email. Definitions of spam usually include the aspects that email is unsolicited and sent in bulk. Spammers collect email addresses from chatrooms, websites, customer lists, newsgroups, and viruses which harvest users' address books, and are sold to other spammers.

Switch: A switch serves as a controller, enabling networked devices to talk to each other efficiently. Through information sharing and resource allocation, switches save businesses money and increase employee productivity.

What is a Network Switch: Unmanaged Switches: An unmanaged switch works right out of the box. It's not designed to be configured, so you don't have to worry about installing or setting it up correctly. Unmanaged switches have less network capacity than managed switches. You'll usually find unmanaged switches in home networking equipment.

What is a Network Switch: Managed Switches: A managed network switch is configurable, offering greater flexibility and capacity than an unmanaged switch. You can monitor and adjust a managed switch locally or remotely, to give you greater network control.

T

TCP/IP: Transmission Control Protocol/Internet Protocol; an agreed upon set of rules that tells computers how to exchange information over the Internet. Other Internet protocols like FTP, Gopher, and HTTP sit on top of TCP/IP.

Two-factor authentication: An extra level of security achieved using a security token device; users have a personal identification number (PIN) that identifies them as the owner of a particular token. The token displays a number which is entered following the PIN number to uniquely identify the owner to a particular network service. The identification number for each user is changed frequently, usually every few minutes.

U

USB: Universal Serial Bus; a connector on the back of almost any new computer that allows you to quickly and easily attach external devices such as mice, joysticks or flight yokes, printers, scanners, modems, speakers, digital cameras or webcams, or external storage devices.

Username: A name used in conjunction with a password to gain access to a computer system or a network service.

URL: A uniform resource locator, or URL, is also known as a web address. The current URL is displayed in your web browser's address bar.

USB port: An interface used for connecting a Universal Serial Bus (USB) device to computer; these ports support plug and play.

V

Virtualization: Virtualization is the creation of a virtual (rather than actual) version of something, such as a hardware platform, operating system, a storage device or network resources. In hardware virtualization, the term host machine refers to the actual machine on which the virtualization takes place; the term guest machine, however, refers to the virtual machine.

Virus: A program intended to alter data on a computer in an invisible fashion, usually for mischievous or destructive purposes. Viruses are often transferred across the Internet as well as by infected diskettes and can affect almost every type of computer. Special antivirus programs are used to detect and eliminate them.

VoIP: Voice over Internet Protocol; a means of using the Internet as the transmission medium for phone calls. An advantage is you do not incur any additional surcharges beyond the cost of your Internet access.

VPN: Virtual Private Networking; a means of securely accessing resources on a network by connecting to a remote access server through the Internet or other network.

W

WAN: A wide area network is a larger network that covers a wider area. Your ISP provides you with a connection to their own WAN, which connects to the Internet.

WAP: Wireless Application Protocol; a set of communication protocols for enabling wireless access to the Internet.

WEP: Wired Equivalent Privacy; a security protocol for wireless local area networks defined in the 802.11b standard. WEP provides the same level of security as that of a wired LAN.

Wi-Fi: Wireless Fidelity; A generic term from the Wi-Fi Alliance that refers to of any type of 802.11 network (e.g., 802.11b, 802.11a, dual-band, etc.). Products

approved as “Wi-Fi Certified” (a registered trademark) are certified as interoperable with each other for wireless communications.

Window: On a graphical user interface system, a rectangular area on a display screen. Windows are particularly useful on multitasking systems which allow you to perform a number of different tasks simultaneously. Each task has its own window which you can click on to make it the current process. Contrast to a “dialog box” which is used to respond to prompts for input from an application.

Windows: A casual way of referring to the Microsoft Windows operating systems.

Wireless (networking): The ability to access the Internet without a physical network connection. Devices such as cell phones and PDAs that allow you to send and receive email use a wireless Internet connection based on a protocol called WAP (Wireless Application Protocol). At this point, web sites that contain wireless Internet content are limited, but will multiply as the use of devices relying on WAP increases.

WLAN: Wireless Local Area Network; the computers and devices that make up a wireless network.

WPA: Wi-Fi Protected Access; a standard designed to improve on the security features of WEP.



Fulton County

Legislation Details

File #: 25-0200 **Version:** 1 **Name:**

Type: CM Action Item - Open & Responsible Government **Status:** Passed

File created: 10/29/2024 **In control:** Board of Commissioners

On agenda: 3/19/2025 **Final action:** 3/19/2025

Title: Request approval of a recommended proposal - Department of Information Technology, 24RFP1319236-PS, Wireless Communication Services and Devices in an amount not to exceed \$927,908.38 with AT&T, (Atlanta, GA) to provide Wireless Communications Services, mobile equipment, supplies, cellular network (Standard/Public Safety), in-building coverage and support for wireless voice and data services upon BOC approval through December 31, 2025, with two renewal options. (APPROVED)

Sponsors:

Indexes:

Code sections:

Attachments: 1. Exhibit 1 -EVALUATION COMMITTEE RECOMMENDATION LETTER - Signed, 2. Exhibit 2: Performance Evaluation

Date	Ver.	Action By	Action	Result
3/19/2025	1	Board of Commissioners		



Certificate Of Completion

Envelope Id: B74F0715-1B70-44E6-9ED3-8B105A94E2D8
 Subject: Contract Agreement 24RFP1319236B-PS - Wireless Communication
 Parcel ID:
 Employee Name:
 Source Envelope:
 Document Pages: 111
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 Phyllis Stewart
 141 Pryor Street
 Purchasing & Contract Compliance, Suite 1168
 Atlanta, 30303
 Phyllis.Stewart@fultoncountyga.gov
 IP Address: 134.231.232.249

Record Tracking

Status: Original 2/27/2026 1:35:19 PM	Holder: Phyllis Stewart Phyllis.Stewart@fultoncountyga.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

Signer Events

Signature	Timestamp
AT&T DESIGNATED SIGNATORY g15444@att.com Contractor CS, as signer for AT&T AT&T Enterprises, LLC Security Level: Email, Account Authentication (None)	Sent: 3/5/2026 11:23:21 AM Resent: 3/9/2026 8:25:34 AM Resent: 3/10/2026 10:28:03 AM Resent: 3/12/2026 8:52:58 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Phyllis Stewart
 phyllis.stewart@fultoncountyga.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Kevin Kerrigan
 Kevin.Kerrigan@fultoncountyga.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Nikki Peterson
 Nikki.Peterson@fultoncountyga.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 11/27/2017 1:39:37 PM
 ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Chad Alexis
 Chad.alexis@fultoncountyga.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 3/13/2026 11:22:33 AM
 ID: 67392269-3590-41d6-a39b-04ff1e9d1552

Signer Events	Signature	Timestamp
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Robert L. Pitts
 Robb.Pitts@fultoncountyga.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 1/30/2026 3:03:53 PM
 ID: 3706fa7c-bac7-480e-a3e0-cd238802d4fc

Tonya Grier
 Tonya.grier@fultoncountyga.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 10/27/2025 11:21:47 AM
 ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Frank Powers
 fp8583@att.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 3/5/2026 11:13:20 AM
 ID: 7934b2b5-83b6-4a43-a0de-15ae0d06321e

COPIED

Sent: 3/5/2026 11:23:25 AM
 Viewed: 3/16/2026 3:08:44 PM

Dian DeVaughn
 Dian.DeVaughn@fultoncountyga.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Anne Wilson
 Anne.Wilson@fultoncountyga.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent Hashed/Encrypted 2/27/2026 2:42:59 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Parties agreed to: Nikki Peterson, Chad Alexis, Robert L. Pitts, Tonya Grier, Frank Powers

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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Fulton County

Legislation Details

File #: 25-0200 **Version:** 1 **Name:**

Type: CM Action Item - Open & Responsible Government **Status:** Passed

File created: 10/29/2024 **In control:** Board of Commissioners

On agenda: 3/19/2025 **Final action:** 3/19/2025

Title: Request approval of a recommended proposal - Department of Information Technology, 24RFP1319236-PS, Wireless Communication Services and Devices in an amount not to exceed \$927,908.38 with AT&T, (Atlanta, GA) to provide Wireless Communications Services, mobile equipment, supplies, cellular network (Standard/Public Safety), in-building coverage and support for wireless voice and data services upon BOC approval through December 31, 2025, with two renewal options. (APPROVED)

Sponsors:

Indexes:

Code sections:

Attachments: 1. Exhibit 1 -EVALUATION COMMITTEE RECOMMENDATION LETTER - Signed, 2. Exhibit 2: Performance Evaluation

Date	Ver.	Action By	Action	Result
3/19/2025	1	Board of Commissioners		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 800 Market Street, Suite 1800 St. Louis, MO 63101	CONTACT NAME: Marsh U.S. Operations PHONE (A/C. No. Ext): 866-966-4664 FAX (A/C. No): E-MAIL ADDRESS: Att.CertRequest@marsh.com														
CN103150778-GAW-CRT-25-26 Y sr962d	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Old Republic Insurance Company	24147														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED AT&T Enterprises, LLC One AT&T Plaza 308 South Akard Street, Floor 19 Dallas, TX 75202															

COVERAGES **CERTIFICATE NUMBER:** CHI-011141290 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313636 25	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,00
A		MWZX 319242 25	06/01/2025	06/01/2026	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,00 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 10,000,00 PRODUCTS - COMP/OP AGG \$ 1,000,00		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313635 25	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC 313638 25 (AOS)	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
A	Excess Workers' Compensation / Employers' Liability			MWXS 313639 25 (OH,WA) SIR Value: \$500,000,000	06/01/2025	06/01/2026	EL Each Accident / EL Disease 1,000,00 EL Disease-Policy Limit 1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 141 Pryor St. Atlanta, GA 30303 - Fulton County Library Invitation to Bid - 25ITB1484401B-PS

Fulton County Government is/are included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and the Insurer.

CERTIFICATE HOLDER Fulton County Government Attn: Phyllis Stewart 141 Pryor St Atlanta, GA 30303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>Marsh USA LLC</i></p>
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Certificate Of Completion

Envelope Id: B74F0715-1B70-44E6-9ED3-8B105A94E2D8	Status: Completed
Subject: Contract Agreement 24RFP1319236B-PS - Wireless Communication	
Parcel ID:	
Employee Name:	
Source Envelope:	
Document Pages: 118	Signatures: 4
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Phyllis Stewart
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	141 Pryor Street
	Purchasing & Contract Compliance, Suite 1168
	Atlanta, 30303
	Phyllis.Stewart@fultoncountyga.gov
	IP Address: 134.231.232.249

Record Tracking

Status: Original	Holder: Phyllis Stewart	Location: DocuSign
2/27/2026 1:35:19 PM	Phyllis.Stewart@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	

Signer Events

Signer Events	Signature	Timestamp
Phyllis Stewart phyllis.stewart@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 134.231.232.250	Sent: 4/15/2026 8:32:16 AM Viewed: 4/15/2026 8:34:13 AM Signed: 4/15/2026 8:34:22 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Kevin Kerrigan Kevin.Kerrigan@fultoncountyga.gov Chief Information Officer Security Level: Email, Account Authentication (None)	<i>Kevin Kerrigan</i> Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	Sent: 4/15/2026 8:34:28 AM Viewed: 4/15/2026 10:15:53 AM Signed: 4/15/2026 10:16:14 AM
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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Nikki Peterson Nikki.Peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	Completed Using IP Address: 74.174.59.10	Sent: 4/15/2026 10:16:23 AM Viewed: 4/15/2026 10:23:39 AM Signed: 4/15/2026 10:40:01 AM
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Electronic Record and Signature Disclosure:

Accepted: 11/27/2017 1:39:37 PM
ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Chad Alexis chad.alexis@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<i>Chad Alexis</i> Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	Sent: 4/15/2026 10:45:30 AM Viewed: 4/15/2026 10:48:00 AM Signed: 4/15/2026 10:50:09 AM
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Electronic Record and Signature Disclosure:

Accepted: 4/15/2026 10:48:00 AM
ID: 630d7f26-7c99-4b79-9516-19bc0d8c12b6

Signer Events	Signature	Timestamp
Robert L. Pitts Robb.Pitts@fultoncountyga.gov Chairman Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	Sent: 4/15/2026 10:50:19 AM Viewed: 4/15/2026 11:55:41 AM Signed: 4/16/2026 8:46:28 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/15/2026 11:55:41 AM
 ID: d579a6d4-8314-43d5-a795-038262c27a58

Tonya Grier Tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Government Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 134.231.232.250	Sent: 4/16/2026 8:46:39 AM Viewed: 4/16/2026 8:56:54 AM Signed: 4/16/2026 8:57:03 AM
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Electronic Record and Signature Disclosure:
 Accepted: 10/27/2025 11:21:47 AM
 ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Frank Powers fp8583@att.com Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 3/5/2026 11:23:25 AM Viewed: 3/16/2026 3:08:44 PM
Electronic Record and Signature Disclosure: Accepted: 3/5/2026 11:13:20 AM ID: 7934b2b5-83b6-4a43-a0de-15ae0d06321e		

Kay Burwell Kaye.Burwell@fultoncountyga.gov Deputy County Attorney Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 4/15/2026 10:45:33 AM Viewed: 4/15/2026 10:46:26 AM
Electronic Record and Signature Disclosure: Accepted: 4/15/2026 10:42:53 AM ID: f2ee2c8b-49e7-4967-95cb-94d25bf01fd5		

Dian DeVaughn Dian.DeVaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 4/16/2026 8:57:13 AM Viewed: 4/16/2026 8:58:38 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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