

AT&T's Response to Georgia Technology Authority's RFP# 9800-GTA794 for Wireless Communication Services Technical Response ORIGINAL





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October 3, 2013

Nanci Glazer Gay GTA Issuing Officer Georgia Technology Authority Procurement Management Office 47 Trinity Avenue, 3rd Floor Atlanta, GA 30334

Dear Ms. Gay:

As the information technology sector of the marketplace continues to evolve, State of Georgia (State) is looking for new technologies, products and services to better serve its citizens. Georgia Technology Authority (GTA) has taken responsibility to provide technology leadership for most State of Georgia entities, including selection and adoption of Information Technology policy and standards. You need the best communication services and an industry-leading solution, all at a competitive price.

We have examined your needs and your current communication network. We propose a solution that expands level of service/products that we currently provide to the State of Georgia. Our solution can help you meet your business objectives to

- Improve operational efficiency with a cost-effective, reliable network solution
- Simplify network management and administration
- Prepare you for future advances in business technology

AT&T has started a major expansion for coverage in Georgia that will be mostly complete by the end of 2014. This, along with our backup and recovery options, that only AT&T can offer, will give GTA excellent coverage in GA, on the most reliable network. We also are providing pricing that is equal or better than our competition. We value your business and look to strengthen our business relationship you. I will follow up shortly to answer any questions you may have after you have evaluated our proposal.

Sincerely,

Keith De cay Account Manager 3 Mobility





Rethink Possible

AT&T's Response to Georgia Technology Authority's RFP# 9800-GTA794 for Wireless Communication Services

October 3, 2013

Keith De cay Account Manager 3 Mobility AT&T 2180 Lake Blvd NE Atlanta, GA 30319 Phone: (404) 829-6679 keith.e.de.cay@att.com



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Executive Summary

Current Environment

Your AT&T team understands the following about your business: State of Georgia (State) is using multiple vendors for wireless communication services across the state as per the current agreements. In addation, no one wireless carrier currently has coverage of the whole state. Nevertheless, by the end of 2014, AT&T coverage across the entire state of Georgia is anticipated to be in close parity with Verizon.

Now that your current agreements are reaching the end of their renewal options, you want to enter into a new wireless service contract to continue receiving the same great offers and service that you currently receive from AT&T. In addition you would also like to build new volume discounts and flexibility in product offerings to better serve the State and help it meet its business objectives to renew services for

- Website Display of Products, Services, Pricing and Ordering Information
- Secure Web Access
- Website Completion/Availability
- Wireless Communications Service
- Invoicing and Reporting

To achieve this, Georgia Technology Authority (GTA) is looking for a vendor to provide collaborative and flexible wireless solution.

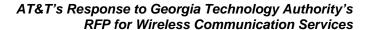
Our solution will exceed your needs for reliable and flexible wireless communication services and support, and technical expertise, while passing along the cost savings only an industry leader can provide.

Solution

We've assessed your information and developed a wireless communication solution that addresses your business needs. The solution includes the following components:

• **Mobile Application Solutions** from AT&T are designed to help you keep pace with the speed of mobile user communities, whether internal employee users (B2E), consumers (B2C), or partners (B2B). Our team has deep experience in developing and supporting B2E, B2C, and B2B solutions on multiple Mobile







Enterprise Application Platforms (MEAP), Mobile Consumer Application Platforms (MCAP), native platforms (including iOS, Android, Windows Mobile, and BlackBerry), and we understand the nuances of solution design based on user profile.

As requested our solution includes

- ALL- NetMotion
- AT&T Advanced Authentication Solutions
- Access MyLAN
- AT&T Mobile Remote Access Services
- AT&T Commercial Connectivity Services (CCS)
- BOX from AT&T

Broadcast Communication Solution comprised of the following existing services:

- AT&T Advanced Communications Suite
- AT&T Global Smart Messaging
- AT&T Eye Witness
- AT&T CAMPUS GUIDE
- AT&T RAVE/Guardian
- AT&T Smart 911
- AT&T Messaging Toolkit
- AT&T Mobile BarCode Services
- AT&T Business Messaging

Mobile Resource Management Solutions using the following existing services:

- AT&T Mobile Forms Solutions
- AT&T Time Clock and Management Solutions
- ActSoft
- Pronto Forms
- Telenav All
- APRIVA PAY
- Xora All
- WebTech

AT&T Machine to Machine Solutions with your existing AT&T Enterprise on Demand and adding the following new services:

- AT&T Control Center
- M2M Application Platform (Axeda)
- AT&T Cellular Digital Signage







AT&T Smart Grid Solutions

Mobile Device Management Solutions with the following existing services:

- AirWatch All
- Mobile Iron All
- Good For the Enterprise
- BlackBerry 10
- AT&T Toggle
- AT&T Hosted and Managed MDM Solution Platform

And adding the following new services to it:

- McAfee
- AT& Mobile Security Solutions
- Mobile Device Management Consulting Services
- Bring your Own Device Consulting Services
- Mobile Device Management Readiness Workshop

AT&T Mobile Application Development with AT&T Campus Guide Suite and adding

- AT&T Community Central
- Mobile Application Consulting
- Mobile Application Development
- Mobile Application Management
- Mobile Enterprise Application Platform (MEAP)

AT&T Disaster Recovery Solutions comprised of

- AT&T Remote Mobility Zone
- AT&T Consulting: Disaster and Continuity Planning

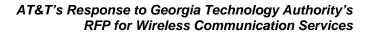
AT&T Mobile Voice and Fixed Mobile Convergence Solutions with existing

- AT&T Enhanced Push to Talk
- AT&T Office Direct
- AT&T Office@Hand
- Wireless Priority Service

And adding

- AT&T PDV Connect
- AT&T OnDemand Interpreter
- AT&T Pledge







Lifecyle Management Solutions with your current Mobility Solution Services (MSS) and adding

- Staging and Kitting
- Warranty and Exchange
- Mobile Strategy & Roadmap Consulting
- Tier 1 Mobile Helpdesk

AT&T Wireless Network

As stated earlier, we value your business and wanted to advise you of our planned network enhancements that will provide GTA with optimum coverage.

UMTS / 4G HSPA+:

By the end of 2013, AT&T plans to have 90% of its points of presence (POPs) covered (45% Sq. Mi.).

We have identified over 600 new sites for acquisition in the next 3 years, with a quarter of them located in South & Coastal GA area, and the recent acquisition of the ATN will add over 300 additional sites above and beyond the 600 to provide much needed in-fill coverage in Georgia.

We have also planned to increase UMTS capacity by deploying approximately 1100 through 2014.

4G LTE:

By the end of 2013, AT&T plans to have 84% of its POPs covered (37% Sq. Mi.).

We have identified over 2400 new LTE sites for deployment though end of 2014, increasing the population covered from 6.4 million to 9.8 million (an increase from 63% to 97%).

In the next four years almost 1300 LTE carriers will be deployed to increase capacity.

We have remaining launches in 2013 that include Rome, Cartersville, Lake Oconee, and Tifton. And in 2014, the remaining launches will be in Columbus, LaGrange/WestPoint, and Hartwell.

By the end of 2014, AT&T coverage across the entire state of Georgia is anticipated to be in close parity with Verizon.





Small Cell

In 2013, AT&T introduced innovative "small cell" technology to enable the rapid deployment of UMTS indoor and outdoor coverage solutions that will be used further enhance the network coverage footprint, including LTE.

Support

In addition, you have a team of experienced specialists to design, implement, and support your solution. Their experience and expertise has led to a track record of success with customers like Georgia Technology Authority Procurement.

The table below provides contact information for your AT&T support team and resources: Resource	Contact Information
Primary Sales Contact	Contact: Keith De cay, Account Manager 3 Mobility Office: 404-829-6679 Cell: 678-429-7260 E-mail: kd7952@att.com
Customer Service Manager	Contact: Cristy Mitchell Office:770-335-0882 E-mail: cm7554@att.com
Customer Support Numbers	Customer Service: 1-800-331-0500 or 611 from your wireless phone Business Sales: 1-866-429-7222
Online Customer Support	*National Business Ordering- 888 444 4410- place orders for new lines, upgraded equipment or accessories *Premier Web Ordering-https://www.wireless.att.com/business (Help Desk for Premier is- 800 845 9681) *National Business Care- 800 999 5445, for assistance with post sale issues, technical support & reactivation/cancellation of services



AT&T's Response to Georgia Technology Authority's RFP for Wireless Communication Services

The table below provides contact information for your AT&T support team and resources: Resource	Contact Information
	*Number Porting- 888 898 7685- issues with porting your number to us from another wireless carrier
	*Warranty issues- 800 801 1101
	*iPhone Warranty - 800-MyiPhone
	*International Care- 800 335 4685- assist to add or remove international features and technical support for international connectivity

You've seen from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to implement the wireless communication solution and help you achieve your business goals.





1.0 Introduction

1.1 Purpose of Procurement

The purpose of this Request for Proposal ("RFP") is to acquire Wireless Communications Services from Qualified Contractors as previously identified in RFQC 9800-0000000794. It is the expectation that volume sales will result in substantial discounts for State of Georgia recognized governmental entities (as that term is defined in Section 1.2.2 below). Georgia Technology Authority (GTA) intends to award Agreements to multiple Qualified Contractors

This RFP will provide the State of Georgia's recognized governmental entities a contract vehicle(s) based upon a liberal evaluation of a minimum set of requirements that will result in opportunities to choose from among multiple qualified suppliers. The flexibility envisioned in this initiative will include ample opportunity to include new technologies, products and services as this dynamic part of the information technology sector of the marketplace continues to evolve.

AT&T Response:

AT&T understands.

1.2 Overview of Procurement Process

1.2.1 Pursuant to the provisions of Official Code of Georgia Annotated (O.C.G.A.) § 50 -25-7.2 and 50-25-7.3, GTA, by authority conveyed by State of Georgia, Department of Administrative Services (DOAS), State Purchasing Division (SPD), may solicit competitive sealed bids or competitive sealed proposals on behalf of any State of Georgia recognized governmental entity for this particular wireless service technology resource purchase. GTA has determined that the use of competitive sealed bidding will not be practical or advantageous to the State in completing the acquisition of the services and commodities described herein. However, competitive sealed proposals shall be submitted in response hereto in the same manner as competitive sealed bids.

AT&T Response:





1.2.2 GTA will act as an agent for the procuring State of Georgia recognized governmental entity during the term of the procurement process, and may exercise any and all rights, powers and responsibilities available to such State of Georgia recognized governmental entity granted to GTA by the State of Georgia, DOAS, and SPD. After receipt of Offers, GTA may conduct Clarifications, Communications and/or Negotiations, as such terms are defined in the GTA Procurement Manual. As used herein, the term "State of Georgia recognized governmental entity" shall have the meaning to include any city, county, municipality or other political sub-division of the State that agrees to be bound by GTA's Procurement Manual for the limited purpose of GTA conducting, coordinating or facilitating this technology resource purchase or solicitation on their behalf.

AT&T Response:

AT&T understands.

1.3 Background

GTA has the statutory responsibility to provide technology leadership for most State of Georgia entities, including selection and adoption of Information Technology policy and standards. GTA intends to establish convenience Agreement(s) with multiple Qualified Contractors (Contractors were qualified under RFQC 9800-0000000794, Wireless Communication Services) for the provision of wireless products and services. Today, State of Georgia recognized governmental entities are acquiring these products and services from previously issued Agreements that have reached the end of their renewal options. The desired outcome will result in the opportunity to realize volume discounts for selected services and product offering flexibility to better serve any State of Georgia recognized governmental entity's business requirements.

AT&T Response:





2.0 General Requirements

2.1 Communications with State Staff

2.1.1 From the issue date of this RFP until Contract Award or cancellation of this procurement, the Qualified Contractors shall not communicate, for any reason, with any State staff, or Qualified Contractors working for the State, regarding this particular procurement, except through the GTA Issuing Officer named herein or his or her designee. In the event that the Qualified Contractor cannot reach the GTA Issuing Officer or believes there would be a conflict with communicating with the Issuing Officer, Qualified Contractor may communicate with GTA's Procurement Management Office, Director of Procurement. GTA reserves the right to reject the proposal of any Qualified Contractor who violates this provision.

AT&T Response:

AT&T understands.

2.1.2 All contacts with GTA Issuing Officer must be in writing. Violation of the foregoing may result in disqualification. No oral conversations or agreements with any officer, agent or employee of GTA or the State regarding this RFP are authorized, and if the same shall occur, they shall not affect or modify any terms of this RFP. No written statements of any persons other than those issued by the GTA Issuing Officer shall be binding on GTA, nor shall they affect or modify any terms of this RFP. Qualified Contractors may submit written Questions to the GTA Issuing Officer concerning this RFP by email. Telephone inquiries will not be accepted. Written inquiries received after the deadline for Questions specified in the Appendix A - Schedule of Events, may or may not be accepted or responded to by GTA. Submit all written inquiries to the Issuing Officer at the contact information provided on the cover page of this RFP.

AT&T Response:

AT&T understands.

2.1.3 Questions submitted via email should be in MS Word format. Additionally, Question should be submitted in the following table format:





QUALIFIED CONTRACTOR'S COMPANY NAME					
Referenced RFP Section	Question				

AT&T Response:

AT&T understands and complies.

2.1.4 All written Questions and any written responses will be emailed to all Qualified Contractors at the email address submitted on Appendix B – Qualified Contractor's Information. GTA makes no representations or warranties as to the completeness or accuracy of any response; nor does GTA undertake to answer all Questions asked. Responses to written, emailed Questions are provided for informational purposes only and do not amend or otherwise alter the RFP, unless expressly incorporated into a formal addendum to this RFP. All parties are on notice that this RFP may be amended only by written addenda to this RFP specifically identified as such and issued by the GTA Issuing Officer (See subsection entitled, "Addenda and Supplements to the RFP" below).

AT&T Response:

AT&T understands.

2.2 Schedule of Events

The anticipated timetable, including the Proposal Due Date and other important dates, are set forth in Appendix A – Schedule of Events Error! Reference source not found., Wireless Communications Services subsequent to RFQC 9800-0000000794

AT&T Response:

AT&T understands and complies.





2.3 Addenda and Supplements to the RFP

2.3.1 This RFP consists of this Request for Proposal and all appendices attached hereto and any written addenda to this RFP specifically identified as such and issued by the GTA Issuing Officer. The procurement rules of GTA as set forth in GTA Procurement Manual are incorporated herein by reference. No other information in any form, including any other information posted on the GTA website or on the Georgia Procurement Registry (GPR) website, shall be deemed part of this RFP.

AT&T Response:

AT&T understands.

2.3.2 GTA reserves the right to, and may, amend, modify or cancel this RFP without prior notice, at any time, at its sole discretion. In the event that it becomes necessary to revise or supplement any part of this RFP, a written addendum shall be emailed to each of the Qualified Contractors at the email address provided on Appendix A. It is the Qualified Contractor's responsibility to check their email on a daily basis, as such, the Qualified Contractor will be held accountable for any addenda to the RFP. Qualified Contractors may not discuss GTA requirements, preparation of proposals in response to this RFP, or technical questions with any GTA or State personnel other than the GTA Issuing Officer or as otherwise specified in this RFP.

AT&T Response:

AT&T understands.

2.4 Acceptance of RFP Terms

Once the proposal due date has passed, a proposal submitted in response to this RFP shall constitute a binding offer. A submission in response to this RFP acknowledges acceptance by the Qualified Contractor of all terms and conditions of participation in this procurement as set forth in this RFP. The Qualified Contractor, by signing the proposal letter, certifies that it accepts all of the terms and conditions of participation in this procurement as set forth in this RFP, in full, without reservations, limitations,





assumptions, restrictions, caveats, or any other type of Qualification, except for those exceptions to the Agreement noted in writing and submitted within Qualified Contractor's Proposal. Further, the cover letter to any GTA-issued addenda to this RFP must be signed and returned with the proposal.

AT&T Response:

AT&T understands.

2.5 Costs of Preparation

The Qualified Contractor shall be solely responsible for the costs incurred in the preparation of a response to this RFP.

AT&T Response:

AT&T understands.

2.6 Contract Award

A Notice of Award will be posted to the Georgia Procurement Registry website. Such posting shall constitute official and public notice of a Contract Award.

AT&T Response:

AT&T understands.

2.7 Agreement Term

The Agreement term will begin upon the Effective Date stated in the final Agreement executed between GTA and the Successful Qualified Contractors. GTA anticipates that the initial term of this Agreement shall be from the Effective Date until June 30, 2015. There may be up to five (5) one-year renewals of the term at the sole discretion of GTA.





Renewals are not guaranteed. GTA may elect to exercise one or more options to renew in its sole discretion. Renewals shall only be effective upon an affirmative action of GTA to expressly renew the Agreement.

AT&T Response:

Per Addendum 2 this was removed and replaced with the following:

The "Term" of the resulting "Agreement" shall begin on the Effective Date and end on June 30, 2017. Thereafter, the "Agreement" may be renewed upon mutual agreement by Contractor and GTA on a year to year basis from up to Five (5) fiscal periods (July 1-June 30)

AT&T Clarification:

Any renewal or amendment of a resulting contract shall be upon mutual written agreement of AT&T and GTA.

2.8 Protests

Any protest in connection with this procurement must be submitted in strict accordance with GTA Protest Policy, Appendix I.

AT&T Response:

AT&T understands.

2.9 Confidential/Proprietary Information

2.9.1 Qualified Contractors are hereby given notice that any and all materials submitted in response to this RFP are subject to the provisions of Georgia's Open Records Act (O.C.G.A. § 50-18-70 et seq.). GTA receipt, review, evaluation or any other act or omission concerning any such information shall not create an acceptance by GTA of any obligation or duty to prevent the disclosure of any such information except as required by the Open Records Act. Qualified Contractors who decide to submit, as







part of their Technical Proposal, information that they believe should be exempt from disclosure under the Open Records Act, shall clearly mark, with specificity, only those elements of each document they reasonably consider confidential as "confidential", "proprietary" or "exempt", and state the legal basis for the exemption of each such element with supporting citation(s) to the Georgia Code.

AT&T Response:

AT&T understands.

2.9.2 Pursuant to Georgia Law, if any information marked as specified above is requested under the Open Records Act, GTA shall make a determination as to whether any exemption actually exists for GTA to deny the request for disclosure. GTA will withhold any such information from public disclosure under the Open Records Act only if GTA determines, in its sole discretion, that there is a legal basis to do so.

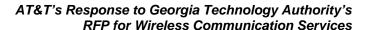
AT&T Response:

AT&T understands.

2.9.3 All information that is not properly identified or marked as specified in the preceding paragraph may be presumed by GTA to be subject to disclosure under the Georgia Open Records Act. Any technical proposal that is marked in its entirety, or in unreasonably large part, as confidential, proprietary and/or exempt may be presumed by GTA to be entirely subject to disclosure under the Georgia Open Records Act without further obligation of GTA to determine what portions of such proposal may, in fact, be excepted from disclosure.

AT&T Response:







2.9.4 Notwithstanding anything to the contrary in this section, GTA will not withhold any part of a price proposal or other offer of pricing from disclosure under the Georgia Open Records Act after Contract Award or cancellation of this procurement.

AT&T Response:

AT&T understands.

2.9.5 All material submitted regarding this RFP becomes the property of GTA.

AT&T Clarification:

AT&T agrees that the physical response materials become GTA property. Any intellectual property of AT&T, our manufacturers or other third parties included in AT&T's response will remain their property.

2.10 Agreement

2.10.1 References to "GTA" in the following subparagraphs of this Section 2.12 shall mean GTA and/or the applicable signing State of Georgia recognized governmental entity.

AT&T Response:

AT&T understands.

2.10.2 GTA's terms and conditions are set forth in the proposed agreement (Appendix H). Qualified Contractor may submit exceptions or alternative language by clearly identifying all changes in bold or in a manner similar to the MS Word "tracked changes" feature. Any undocumented changes made to the Agreement shall be grounds for immediate termination of the Agreement at any time at GTA's sole discretion. GTA reserves the right to reject or negotiate any or all of Qualified Contractor's exceptions or alternative language submitted with Qualified Contractor's proposal. Only those exceptions or alternative language shall be eligible for such







negotiation. GTA reserves the right to modify, add, or delete provisions consistent with the successful Qualified Contractor's proposal as needed to assure that the final executed Agreement accurately reflects the parties' intent, the procurement and the award.

AT&T Response:

AT&T understands.

2.10.3 Qualified Contractor will enter into individual subscription agreements/electronic ordering document with State of Georgia recognized governmental entities. Such subscription agreements/electronic ordering document may not contain terms and conditions that are at variance with the final Agreement between Qualified Contractor and GTA. Qualified Contractors must submit their proposed subscription agreement/electronic ordering document with the Proposal response for GTA review and approval.

AT&T Response:

AT&T understands.

2.10.4 Prior to award GTA may conduct communications, clarifications and/or negotiations (collectively referred to as, "discussions") for the purpose of finalizing the Agreement with Qualified Contractor(s).

AT&T Response:





2.11 Small and Minority Business Policy and Tax Incentive

It is the policy of the State of Georgia that small and minority business enterprises shall have a fair and equal opportunity to participate in the State purchasing process. Therefore, the State of Georgia encourages all small and minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to small and minority business enterprises. There is a Minority Sub Contractor Georgia Income Tax Incentive opportunity. See O.C.G.A. § 48-7-38. Qualified Contractor's interested in taking advantage of the Georgia income tax incentives, relative to the use of minority sub-Contractors in the performance of contracts awarded by the State of Georgia, should address their Questions to the Governor's Small Business Center, see address below:

The Governor's Small Business Center Re: Minority Sub-Contractor Tax Incentive 200 Piedmont Avenue, S.E. Suite 1304, Sloppy Floyd Building, West Tower Atlanta, Georgia 30334-9010

E-Mail: gsbc@doas.ga.gov

AT&T Response:

No SMWB firms were contacted as no contractors/suppliers will be utilized on this project/contract. However, AT&T regularly solicits opportunities from SMWBs for the services and good required by AT&T's business operations worldwide. These opportunities are not limited to any specific customer or contract.





2.12 Exceptions to RFP Requirements

2.12.1 Exceptions to a statement or requirement of this RFP shall not be grounds for an automatic disqualification of a Qualified Contractor, regardless of the use of permissive language (e.g. "may," "should" "prefer," "desires" or "desirable") in this RFP. Qualified Contractors must clearly identify, in writing, any and all exceptions as a part of their Proposal. However, any exception may negatively affect Qualified Contractor's score.

AT&T Response:

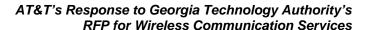
AT&T understands.

2.13 Miscellaneous

2.13.1 GTA has prequalified four (4) Qualified Contractors to receive this RFP. The Qualified Contractors are prequalified as a result of RFQC 9800-0000000794, State of Georgia Wireless Service. These four (4) Qualified Contractors are the only Qualified Contractors that can respond to this RFP. No other response(s) will be accepted and no other respondent(s) will be allowed to participate.

AT&T Response:







2.13.2 In addition to those rights reserved elsewhere in this RFP, GTA reserves the right to: (a) waive minor variances, irregularities, Proposal formalities, or defects in a proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this RFP; (c) request Clarifications, conduct Communications or Negotiations (collectively referred to as "discussions") with any Qualified Contractor; (d) request resubmissions from all Qualified Contractors; and (e) make partial, progressive or multiple awards.

AT&T Clarification:

To the extent that a waiver of minor variances, irregularities, Proposal formalities or defects in a proposal implies AT&T waives right to protest the award decision, AT&T reserves all protest rights afforded bidders/respondents participating in the government contracting process.

2.13.3 DISCLAIMER: ALL STATISTICAL AND FISCAL INFORMATION CONTAINED IN THIS RFP AND ITS EXHIBITS, INCLUDING AMENDMENTS AND MODIFICATIONS THERETO, ARE PROVIDED "AS IS," WITHOUT WARRANTY, AND REFLECT THE GTA'S BEST UNDERSTANDING BASED ON INFORMATION AVAILABLE TO GTA AT THE TIME OF RFP PREPARATION. NO MATERIAL INACCURACIES IN SUCH DATA SHALL CONSTITUTE A BASIS FOR AN INCREASE IN QUALIFIED CONTRACTOR'S PROPOSED PRICING OR AN INCREASE IN PAYMENTS TO THE QUALIFIED CONTRACTOR. SUCH INACCURACIES SHALL NOT BE A BASIS FOR DELAY IN PERFORMANCE NOR A BASIS FOR LEGAL RECOVERY OF DAMAGES, ACTUAL, CONSEPUENTIAL OR PUNITIVE, EXCEPT TO THE EXTENT THAT SUCH INACCURACIES CAN BE SHOWN BEYOND A REASONABLE DOUBT TO BE THE RESULT OF INTENTIONAL MISREPRESENTATION BY GTA.

AT&T Response:





AT&T's Response to Georgia Technology Authority's RFP for Wireless Communication Services

2.13.4 The successful Qualified Contractor(s) will always be responsible for the performance of the sub- Contractor obligations resulting from the RFP. Accordingly, the Qualified Contractor is not relieved by non-performance of any sub-Contractors.

AT&T Response:





3.0 Requirements

3.1 OVERVIEW

GTA has designated certain Minimum and Technical Requirements as necessary to do business with the State of Georgia for the provisioning of state-wide wireless service (which will include broadband, wireless, voice and data and telemetry as defined in Appendix J, Glossary, of this RFP). GTA must see a confirmation that the Qualified Contractor will provide these Minimum and Technical Requirements throughout the life of the Qualified Contractor's contract with the State. Failure to see a confirmation that the Qualified Contractor will provide the certain Minimum and Technical Requirements may result in the delay of a fully executed Agreement until an agreement is concluded with the Qualified Contractor.

By confirming each of the Minimum and Technical Requirements, your company is affirming that each of these will be part of the overall service to the State of Georgia during the duration of this contract. Additionally, you are also affirming that failure to meet or maintain these Minimum and Technical Requirements during the life of the contract will be considered as a service default to the intentions of this contract and to the consumers of this contract.

GTA reserves the right to communicate the actions of the company to the public on the GTA website.

All of the identified Minimum and Technical Requirements are considered the foundation of the agreement in APPENDIX H. GTA reserves the right to consider rejection of the Technical Requirements.

AT&T Response:





3.2 MINIMUM REQUIREMENTS

Important Information

Companies currently under contract with GTA/Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products that they currently provide to the State of Georgia. This shall include all current plans and pricing described in the Agreement including all Amendments to that Agreement and all services/products that are hyperlinked from the GTA website.

Companies not currently under contract with GTA/New Services

Companies without a current contract with GTA will provide the requested information as described herein.

AT&T Response:

AT&T understands.

3.3 TECHNICAL REQUIREMENTS

3.3.1 DESCRIPTION OF TECHNICAL REQUIREMENTS

The following section contains explanations of the technical requirements GTA is seeking.

AT&T Response:





3.3.1.1 Website Establishment

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and plans that are available on the GTA website. GTA expects to see a confirmation, recorded in Appendix B in the Column Headed Grandfathered Affirmation that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands.

New Service

Should your company not have a current contract with GTA, then GTA expects to see a confirmation, recorded in Appendix B in the Column Headed New Service Affirmation that the Qualified Contractor will provide the certain Technical Requirement. GTA expects to see the requested information recorded in a separate Appendix labeled "Supplemental" and include with the response.

AT&T Response:

AT&T understands.

3.3.1.1.a Overview

GTA intends to hyperlink the Qualified Contractor's website making it a direct link of the GTA website. The Qualified Contractor's website will be the primarily ordering vehicle for State customers. It is anticipated that all GTA authorized products and services will be posted on the Qualified Contractor's website.

Additionally, GTA expects that all documents approved by GTA will be available through the Qualified Contractor's website.





AT&T's Response to Georgia Technology Authority's RFP for Wireless Communication Services

Any and all price changes or other modifications to the information contained on the website must be approved in writing by GTA prior to publishing the website.

GTA expects to see a confirmation, recorded in Appendix B under the appropriate column heading that the Qualified Contractor will provide these certain Technical Requirements.

Should your company not have a current contract with GTA, then you will provide a mockup of your intended website that will be used by ordering entities and record the response in Appendix labeled Supplemental and include with the response.

AT&T Response:

AT&T understands.

3.3.1.1.b Website Display of Products, Services, Pricing and Ordering Information

The Qualified Contractors will provide State customers, promotions, ordering information, contracting information, and other authorized information to allow State customers additional understanding of the Qualified Contractor's company or market trends. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:





3.3.1.1.c Secure Web Access

GTA requires that governmental entities have the ability (upon request) to access their individual customer information, such as billing and service plans, via a secure web site. Governmental entities will work directly with Qualified Contractors to set up individual user ID/password allocations. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands.

3.3.1.1.d Website Completion/Availability

The Qualified Contractor's website must be minimally complete (GTA approved) prior to processing orders under this contract. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands.

3.3.1.2 Wireless Communications Service

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and are on the GTA website. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.





AT&T Response:

AT&T understands.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information recorded in a separate Appendix labeled "Supplemental" and include with the response.

AT&T Response:

AT&T understands.

3.3.1.2.a Overview - Cellular / Wireless Commercial Service

GTA requires that the Qualified Contractor provide cellular / wireless commercial service to the any and all recognized customers, as defined herein of the State of Georgia. The grade of digital cellular service provided with respect to circuit quality, reliability, call completion, and time of access, which must be equal to that provided to other commercial subscribers within the cellular system's published service area.

Should your company not have a current contract with GTA, then you will provide a map of Georgia indicating your coverage areas. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands how important coverage is to the State of Georgia, therefore we have identified over 600 new sites for acquisition in the next 3 years, with a quarter of them located in South & Coastal GA area, and the recent acquisition of the ATN will add over 300 additional sites above and beyond the 600 to provide much needed in-fill coverage in GA. Therefore, by the end of 2014, AT&T coverage across the entire state of Georgia is anticipated to be in close parity with Verizon. In addition to coverage, the next most important thing to be consider by the State of Georgia is the network design and the





Disaster Preparedness of it partner, AT&T. At AT&T Disaster Preparedness is a corner stone of our company and only AT&T can offer the State of Georgia a total end to end solution.

AT&T Wireless Disaster Preparedness

The AT&T Network is extremely robust, designed with multiple levels of redundancy. Business Continuity / Disaster Recovery planning is extensive, is based on best practices and is well supported by our partners and equipment providers so that the network will be available to our customers in times when it is needed the most.

The network is in a constant state of evolution. Our well-trained technical staff works closely with technology providers to utilize the most recently available developments to enhance network quality and reliability.



Figure 2: Dual Diesel Generators

Our vendors are selected based on the reliability of their products as well as their ability to support the equipment during a crisis. Only the most robust and durable equipment is employed in the AT&T Network.

Network survivability is the ability for a network to continue to operate under adverse circumstances from natural disasters to community or national events. This is a complimentary discipline to "Disaster Recovery".

Both have long been practiced at AT&T. Survivability depends on a network being robust, diverse and redundant with special attention being given to known potential points of failure.

The heart of any wireless network is the switching and associated interconnect facilities. AT&T relies on state-of-the-art network elements and transport systems. This equipment is tested and proven to be robust and fault tolerant and is deployed in such a manner as to provide diversity and redundancy.

AT&T switching centers are geographically separated providing service for metropolitan areas across the United States. The locations were selected with accessibility, security and survivability in mind. Each of these centers are provisioned to be able to provide much of the same functionality as the other should one become, for some reason, inoperative. They are equipped with redundant interconnect facilities between themselves



and to multiple land-line service and long distance providers. The use of multiple service providers reduces the impact to AT&T if one of the providers experiences an outage. This is carried to the extent that different providers actually enter the buildings at different points and follow different routes to the buildings in order to decrease the probability of multiple failures.

Battery Installation

These efforts do not stop at the switching centers but are also considered in the design and deployment of the thousands of cell sites throughout the AT&T Network. The majority of sites are equipped with battery back-up and many also have generators with fuel for one week's service. Contracts are in place to keep these units maintained and fueled indefinitely. The highest level of redundancy and capacity is considered when designing sites that provide coverage to hospitals, evacuation routes and major public service facilities.

The location of each cell site is selected to provide access under extreme conditions and constructed to facilitate the same. The equipment is housed in purpose-designed shelters constructed of concrete that are extremely robust and highly resistant to weather, explosion, flood, fire, unauthorized entry and other conditions.

The towers and foundations are designed well in excess of the required engineering specifications for wind and weight loading.

Radio transmitter power and parameter settings are also considered so that there is significant overlap between cell sites. In the case where one is lost there is still coverage in the area and only total call capacity has been limited by the failure.

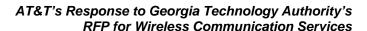
In the event additional network capacity or coverage is required during a crisis event, AT&T has extensive Cell On Wheels (C.O.W.) equipment to provide temporary or long term coverage as needed.



Figure 3: Backup Power Supply



at&t





These units are self-contained in either a light truck or trailer configuration and can be deployed and integrated into the network within hours when needed.

No system can be built that is completely impervious to the potential ravages of nature so recovery plans must also be carefully considered. Our plans are reviewed, updated and tested on a quarterly basis to insure the highest level of accuracy and effectiveness. The entire network is provisioned with alarms indicating faults at any and every point. The network is monitored 24 x 7 x 365 by our Regional Network Operations Centers as well as thousands of local Operations Professionals. Teams of professionals equipped and trained to respond to any situation monitor these alarms both locally and remotely. In instances such as this, the resources of the entire nationwide company are available to any single market. This insures a rapid and efficient response so that outages can be quickly repaired or work-a-rounds put in place in case of a disastrous event.

AT&T has backup battery power plants located at National and Regional Data Centers (NDCs, RDCs), Mobile Switching Centers (MSCs) and cell sites that are capable of providing at least six hours of service at peak operation. Back-up generators are also located at all data centers, MSCs, and critical cell sites, to provide back-up power and/or recharge existing batteries. A mobile fleet of more than 600 trailer-mounted generators can be deployed as needed. All data centers, MSCs, and cell sites are alarmed with power-fail alarms and are monitored 24 hours per day by our Data Center Operations group and Wireless Network Control Center (WNCC).

As you will see from the map on the following page, the State of Georgia includes the Atlanta RDC, and resides within close proximity to the Dallas TX, and Allen TX RDCs.





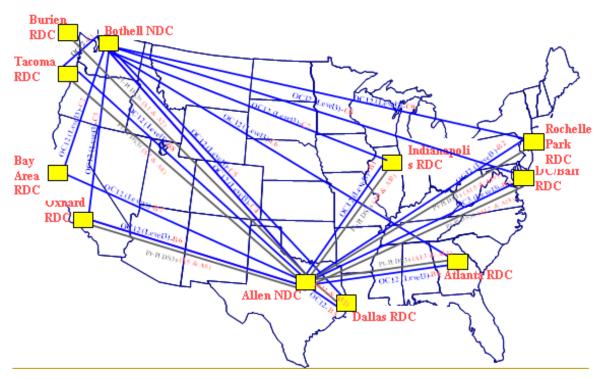


Figure 5: Geographic Diversity of AT&T's RDC's/NDC's

AT&T also makes an immediate assessment of the impact of the disaster on the operation of the AT&T network in the market. Responses by AT&T are appropriate to the nature and extent of the disaster. For example, power outages at cell sites are addressed with the use of portable generators to keep cell sites running. Disasters that bring together large concentrations of wireless users are sometimes addressed with temporary cell sites called Cells on Wheels (COWs). COWs increase coverage and capacity for all AT&T users in a geographic area. AT&T has successfully deployed COWs in response to a wide variety of small and large-scale disasters in accordance with our Disaster Recovery program. These solutions are initiated for the benefit of all disaster relief agencies and AT&T users in an area rather than for specific customers.

Additional factors that qualify AT&T as raising the bar for disaster recovery are

- AT&T's Crisis Management Program has certification as a Cellular Telecommunications and Internet Association (CTIA) Business Continuity/Disaster Recovery Program.
- AT&T has a specialized team, equipped with incident command training, to tackle jobs in hazardous materials environment.

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• Company-owned stores in coastal areas have made arrangements with landlords to install generator quick-connects for restoration of emergency power if needed.

Components of AT&T's disaster recovery program include

- A new generation of emergency resources built around two Atlanta-based mobile access command centers, (MACH). "Mach 1" and "Mach 2" feature generators, a satellite dish for constant communications, LAN connectivity and a PBX phone system.
- Backup trailers that hold everything needed for cleanup from chainsaws to crowbars and shovels.
- A base camp consisting of two 40-person climate-controlled tents with kitchen, bathroom, shower, laundry facilities and 12,000 ready-to-eat meals.
- A medical RV to provide a staff nurse 24 hours a day.
- A four-person RV capable of supporting repair technicians for several days.
- 1,200 permanent and portable generators deployed on flatbed trailers transported to cell sites, retail stores, switches, offices, call centers and anywhere else that needs back-up power.
- Extra Cells on Wheels (COWs), self-contained mobile cell sites towed or driven into an area to provide extra call capacity or to restore communications following a disaster.
- Extra Cells on Light Trucks (COLTs), driven to a location where a mobile cell site is located. They include two masts for microwave antennas.
- Two mobile sales offices ("Stores on Wheels") stocked with batteries, chargers and replacement phones. The offices contain fully functional point-of-sale terminals, printers, fax, high-speed connections, satellite TV and climate control that AT&T can deploy immediately.

AT&T Network Reliability

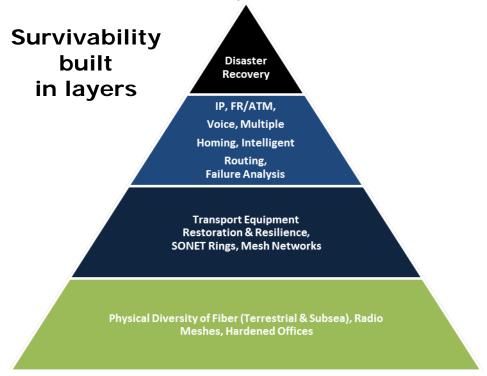
The AT&T Global Network is the largest, most sophisticated communications network in the world. On an average business day, it delivers more combined data, voice and Internet traffic to more locations, more reliably, than any other network. It carries an average of more than 27.4 petabytes of data each business day with world class offerings for packet delivery, latency, and with a 99.999% end-to-end assurance.





AT&T provides a flexible and standardized set of networks and processes. Reliability is built into all layers of our network in an effort to eliminate failures impacting our customers. When an unavoidable failure occurs, our network architecture allows for rapid and automatic restoration of services.

NDR - AT&T Network Survivability Protocol



Network Disaster Recovery

- Manual Repair, if necessary
- Automatic Reconfiguration via Rules-based Software Automation
- Automation Isolation and Root Cause Correlation
- Intelligent Monitoring to "Predict" Problems
- Rigorous Pre-deployment Testing
- Network Designed for Resiliency from the Ground Up

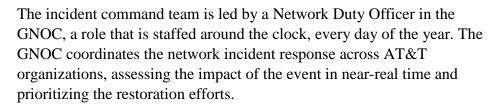






NDR - AT&T Disaster Response Process

The condition of AT&T's global network is continually monitored in our Global Network Operations Center (GNOC). When an anomaly occurs that threatens or actually impacts the performance of our network, the response is managed by the GNOC staff through a practiced and proven incident command process called 3CP (Command, Control, and Communications).



In response to a catastrophic event, the GNOC would activate AT&T's Network Disaster Recovery Team and would monitor its response. AT&T Network Disaster Recovery Network Disaster Recovery (NDR) is part of AT&T Network Operations. NDR's primary responsibility is to restore the functionality of an AT&T network office that is completely destroyed or rendered useless by a natural or manmade disaster. This type of restoration would exceed the normal capabilities of our normal network operations maintenance processes and would require long-term deployment of specialized equipment and resources.

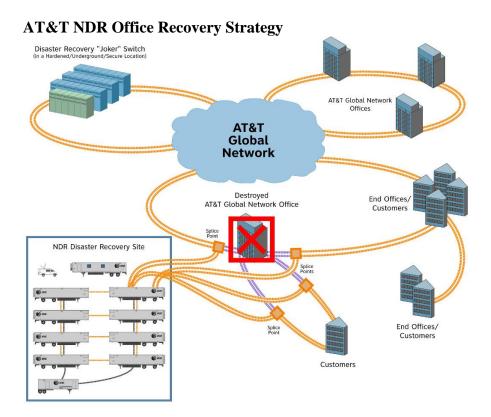












When activated, NDR pulls a current profile of the lost or failed office and deploys recovery equipment trailers that mirror the type of technology that was housed in the impacted network office. The recovery compound is spliced into the AT&T network and assumes the identity and functions of the lost office.

AT&T Network Disaster Recovery Team

The NDR Team is composed of AT&T managers, engineers, and technicians who have received special training in the physical recovery of the AT&T Network. Team members (AT&T employees from across the United States and in EMEA) volunteer for this assignment. Members participate in several recovery exercises each year to sharpen and practice their skills using the disaster recovery equipment and processes.



Thirty-three team members have been trained to respond to hazardous materials incidents and are qualified to work in buildings that may have been exposed to chemical, biological, radiological or nuclear contaminants.









AT&T Network Disaster Recovery Equipment

All of the telecommunications equipment required to recover a destroyed AT&T network office is transported to a recovery site in specially-designed technology trailers. Each trailer has self-contained or dedicated power and environmental capabilities and each houses a component of the network technology that would normally be part of a permanent office. Once on site, the individual components are interconnected to match the unique configuration of the damaged or destroyed office.









Since its formation in 1992, AT&T has invested more than \$0.6 Billion in its NDR capability. AT&T now has more than 320 trailers and support vehicles containing network technology, infrastructure, and support elements.

- AGN
- ATM, Frame Relay & IP







- CNI (Intelligent Optical Switch)
- DACS
- DMS Switch
- 5ESS Switch
- Intercity Services
- Lightwave

When in their warehouses, the NDR technology trailers are kept powered-up and connected to our network to assure that they are in a constant state of readiness.

AT&T NDR Emergency Communications









NDR establishes broadband voice and data connectivity from disaster sites using one or more Emergency Communications Vehicles (ECVs). The ECV is a four-wheel drive van or SUV equipped with generators, a satellite antenna and satellite modem, and voice/data compression equipment. Once deployed, the ECV provides a recovery site with a mix of voice/data circuits and IP connectivity to the AT&T Network. The ECVs can also support a small set of cellular users using microcells.

In addition to supporting network events, including NDR's 9/11, Katrina & Ike responses,





our ECVs have also been deployed for humanitarian relief missions. AT&T NDR Emergency Communications

The Network Disaster Recovery Team uses Satellite COLTs (Cell on Light Truck) to provide cellular communications capabilities in areas that have been isolated from the existing network, such as after cell towers have been damaged by tornadoes, or in areas that do not normally have cellular service. The Satellite COLTs provide a rapid way to provide cellular service in the first few days following a disaster. In a long-term recovery, they would be replaced by traditional terrestrial COLTs or COWs (that can support a greater number of users) until the permanent sites could be returned to service.

AT&T NDR Program Structure

NDR Overview AT&T NDR Program Structure









AT&T NDR Field Exercises

The NDR team has conducted field exercises three or four times a year since its formation in 1992. The exercises test as many of the NDR processes as possible, from the initial call-out, to equipment transportation and setup, to technology turn-up and testing. At these exercises, team members are given hands-on training on new technologies and the recovery equipment is operated in field conditions. The drills are held throughout the United States in a wide variety of weather and settings and using a variety of recovery scenarios.

NDR's 2011 exercise schedule:

- Dallas/Addison , TX February
- Western U.S. WarehouseMay
- London (UK) July
- Washington, DC October



AT&T NDR Deployments

NDR has provided its equipment and members of the team in response to smaller scale problems affecting the AT&T Network. Those partial and precautionary deployments included responses to hurricanes, fires, flooding, an earthquake, a gas line explosion, and a train derailment. The NDR Team has also provided emergency communications support for a variety of humanitarian relief efforts, including a five-ECV and incident command team deployment following Hurricane Katrina in 2005 and extensive deployments along the gulf coast during the 2008 hurricane season (including emergency communications and office recovery on Galveston Island).

Prior to the World Trade Center disaster, the NDR Team had never been fully deployed. On September 11, 2001, AT&T activated the NDR Team for a full-scale disaster response. The team and the recovery equipment arrived in northern New Jersey early on September 12th. The recovery equipment was positioned and turned-up to receive service forty-eight hours later.



AT&T's Response to Georgia Technology Authority's RFP for Wireless Communication Services



AT&T NDR Recent Developments

Date	Event	Location	Equipment
May 2011	Tornado	Joplin, MO	Deployed a satellite COLT to restore service for site that had been in place at St. John's Regional Medical Center.
May 2011	Tornadoes	Birmingham, AL Cleveland, TN	Deployed a satellite COLT to augment service in Alabama and two ECVs to provide humanitarian relief communications.
May 2010	Flooding	Nashville, TN	Deployed ECVs and a command center to support the recovery of a small central office and to provide humanitarian relief communications (voice and data).
April 2010	Mine Explosion	Montcoal, WV	Deployed two satellite COLTs to improve communications capability for emergency responders.
March/April 2010	Earthquake	Santiago, Chile	Deployed US-based AGN nodes to Santiago, Chile as a recovery contingency if the Santiago building failed or was condemned.
September 2008	Hurricane Ike	Galveston, TX	Deployed wireless and wired recovery teams in and around Galveston to establish emergency communications and to recover customer service. Fleet included multiple ECVs and SatCOLTs, command centers and technology trailers.
July 2008	Hurricane Dolly	South Texas	Deployed an ECV and emergency communications equipment to support AT&T's local response efforts.
July-August 2007	AGN Node Transfer	Rome, Italy	AGN technology containers deployed to Rome, Italy to provide support during the migration of the permanent office to a new location.
August & September 2005	Hurricane Katrina	Louisiana and Mississippi	Four vehicle-based ECVs, one fly-away ECV, Command Center, and Cable/Café Trailer. (humanitarian relief and network support)
September & October 2001	WTC Disaster	New York City, NY Jersey City, NJ	Technology Trailers and ECVs (office recovery/humanitarian relief)



NDR Overview Partnership with AT&T EH&S

- Research and obtain environmental permits.
- Complete job hazard assessments and prescribe personal protective equipment.
- Create and implement site health and safety plans.
- Provide compliance training.
- Establish safe work practices.
- Provide assistance with emergency response and waste management activities.
- Provide on-site Safety Officer support.





AT&T Wireless Priority Service

Prompt access to the wireless network is critical in emergency situations

Sometimes, in large-scale emergencies, circuits can become overloaded and wireless networks can become jammed—delaying calls and crucial emergency response. To address this, university and wireless companies worked together to create Wireless Priority Service (WPS).

WPS General Overview

In compliance with the Department of Homeland Security's National Communications System's Wireless Priority Service (WPS) program, AT&T provides WPS to all major metropolitan areas in the U.S. AT&T was the first GSM carrier to provide this service.

WPS is the wireless complement to the wireline Enterprise Emergency Telecommunications Service (GETS). GETS utilizes the Public Switched Telephone







Network (PSTN) to provide enhanced wireline priority service to qualified personnel. WPS users are authorized and encouraged to use GETS to better their probability of completing their call during periods of wireless and wireline network congestion. WPS users should contact their agency GETS Point of Contact (POC) to request a GETS card or visit the GETS website at http://gets.ncs.gov for more information.

The following WPS qualifying criteria apply equally to all users and will be used as a basis for all WPS approvals/assignments. There are five WPS NS/EP criteria. Categories include

- 1. Executive Leadership and Policy Makers
- 2. Disaster Response/Military Command and Control
- 3. Public Health, Safety and Law Enforcement Command
- 4. Public Services/Utilities and Public Welfare
- 5. Wireless Disaster Recovery

These criteria were selected to meet the needs of the emergency response community and provide access for the command and control functions critical to management of and response to national security and emergency situations, particularly during the first 24 to 72 hours following an event. WPS should only be requested for key personnel in NS/EP leadership positions. WPS is not intended for use by all emergency service personnel.

AT&T Network Disaster Recovery Program (NDR)

AT&T's commitment to our customers doesn't stop when a natural or a man-made disaster occurs. The AT&T NDR organization is responsible for the rapid recovery of service at AT&T sites following a catastrophic event.

AT&T's NDR Plan has three primary goals:

- 1. Route noninvolved telecommunications traffic around an affected area.
- 2. Give the affected area communications access to the rest of the world.
- 3. Recover communications service to a normal condition as quickly as possible through restoration and repair.

AT&T's Network Disaster Recovery (NDR) capability was specifically developed for rapid service recovery during a wide range of disaster scenarios. Network Disaster Recovery provides business continuity and recovery capabilities for the AT&T Network





including its wireless network. Since its inception in 1991, AT&T has invested over \$500 million in its NDR program.

3.3.1.2.b Protocol

GTA requires that the Qualified Contractor will provide service digital protocol being used (e.g. TDMA, GSM) and the designation of all applicable TIA/EIA standard(s). GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands and is a GSM wireless based carrier.

3.3.1.2.c Devices

GTA requires that the Qualified Contractor identify and describe advanced wireless devices that are supported on Qualified Contractor's network, in addition to the basic cellular and wireless devices. Advanced wireless devices may include, but need not be limited to, smart phones, wireless connection cards, dual cellular and Wi-Fi phones, and other wireless devices that integrate any or all the following features and technologies – email, web, phone, GPS, MDS, SMS, organizer, software applications to include other IEEE 802.xx standard. Should your company not have a current contract with GTA, then you will identify and describe your top 5 (offered) basic and advanced wireless devices that are supported on Qualified Contractor's network.

GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement and the top 5 offered basic and advanced devices recorded in a separate Appendix labeled "Supplemental" and include with the response.

AT&T Response:

AT&T understands and our GSM network supports both basic cellular devices and advanced wireless devices which include, smart phones, wireless connection cards, dual cellular and Wi-Fi phones, and other wireless devices that integrate all the following





features and technologies – email, web, phone, GPS, MDS, SMS, software applications and others.

3.3.1.2.d Software Applications

GTA requires that the Qualified Contractor identify the top 5 most frequently used third party software applications and/or integrated solutions for Qualified Contractor's proposed wireless devices. Should your company not have a current contract with GTA, then you will provide a list of your top 5 third party software applications. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands and will lists top third party software application is Supplemental section.

3.3.1.3 Cellular/ Wireless Voice Service Offerings/Plans

3.3.1.3.a Cellular/ Wireless Voice Service Offerings/Plans for Existing Customers

GTA requires that the Qualified Contractor will provide Wireless Cellular Voice service under a category of "Grandfathered - Voice - Pooled Minutes Plan(s)". This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Voice service. This requirement applies only to the current Contractors of wireless service to the State. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:





3.3.1.3.b Cellular / Wireless Data Service for Existing Customers

GTA requires that the Qualified Contractor will provide Wireless Cellular Data service under a category of "Grandfathered - Data - Unlimited Minutes Plan(s)". This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Data service. This requirement applies only to the current Contractors providing wireless data service to the State. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands.

3.3.1.3.c Wireless Cellular Text Service for Existing Customers

GTA requires that the Qualified Contractor will provide Wireless Cellular Voice service under a category of "Grandfathered - Text - Pooled Minutes Plan(s)". This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Voice service. This requirement applies only to the current Contractors of wireless service to the State. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:





3.3.1.3.d New Cellular/ Wireless Voice Service

Qualified Contractors that do not currently hold a contract with GTA will insure that Voice Pooled Minutes are available for customers. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands.

3.3.1.3.e New Cellular / Wireless Data Service

Contractors that do not currently provide service will insure that Unlimited Data are available for customers. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

N/A. We have a current agreement with GTA.

3.3.1.4 Fees, Penalties, Invoicing and Reporting

Grandfathered

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and are available on the GTA website. GTA expects to see a confirmation, recorded in Appendix B that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:





New Service

Should your company not have a current contract with GTA, then you will provide the requested information, recorded in Appendix B.

AT&T Response:

AT&T understands.

3.3.1.4.a Activation Fees.

GTA requires that no Activation fees or charges will apply to any governmental entity ordering services under the final agreement. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands.

3.3.1.4.b Upgrade/Trade-In Fees.

GTA requires that no Upgrade/Trade- In fees or charges will apply to any governmental entity ordering services under the final agreement. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:







3.3.1.4.c Early Termination Fees Applied for Transferring From Existing Contracts (if applicable) to New Contract.

GTA requires that any governmental entity receiving wireless communication services from a Qualified Contractor under a pre-existing agreement be permitted to elect to receive similar services from such Qualified Contractor (if such Qualified Contractor subsequently obtains a Contract Award under this RFP) without being subject to any early termination fees or other penalties as may be provided under such pre-existing service agreement. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands.

3.3.1.4.d Penalties

GTA requires that no governmental entity will be held liable for penalties of any kind, including but not limited to interest on late payments, cancellation charges, or early termination charges. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:





3.3.1.4.e Taxes

GTA requires that the Qualified Contractor be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by the Qualified Contractor; franchise or privilege taxes on its business; gross receipts taxes to which it is subject; and income taxes. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands.

3.3.1.4.f Invoicing and Invoice Layout/Billing Detail

GTA requires that the Qualified Contractor invoicing system should have the capability to be itemized by type of service, users/devices, and additional features. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

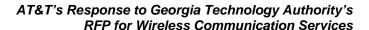
AT&T understands.

3.3.1.4.g Payment Responsibility

GTA will be responsible for services provided to GTA, and will not be responsible for payments for any services rendered to individual Agencies. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:







3.3.1.4.h Agency Subscriber Agreement/Electronic Ordering Document

GTA expects for each user entity to be issued an Agency Subscriber Agreement/Electronic Ordering Document that cannot be in conflict with the Master Agreement. Should your company not have a current contract with GTA, then you will provide a draft of the Agency Subscriber Agreement/Electronic Order Document. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands.

3.3.1.4.i Reporting

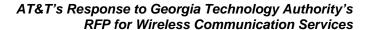
Quarterly

GTA requires that a quarterly summary report be provided to GTA during the term of the Agreement setting forth the current usage of services listed by State of Georgia recognized governmental entity and total cost for each governmental entity. This report will be in an MS Excel 2010 and must be emailed to the following address: contracts@gta.ga.gov. GTA has provided a sample quarterly summary report as Appendix K. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement, taking into consideration the 180 days available to obtain the necessary consent.

AT&T Clarification:

Per the question and answers received from GTA (Question 7 and Question 12 of the Q&A) this section will be discussed and negotiated upon award.







Usage

GTA may require the Qualified Contractor to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Qualified Contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement, taking into consideration the 180 days available to obtain the necessary consent.

AT&T Response:

AT&T understands.

3.3.1.4.j Release of Information Consent

GTA expects that all participating entities are deemed to have consented to the release of any required reporting information to the GTA (including information generally deemed Customer Proprietary network Information (CPNI) for the purposes of monitoring the contract, calculating the fees that a due and payable to GTA and to address specific ad hoc questions posed by news media, internal GTA personnel or elected officials. This information includes but is not limited to and total cost for each governmental entity. Users have a right to decline to release this information; however, they may not purchase under the GTA contract if they choose to do so. All qualified contractors will have approximately 180 days from contract award to obtain the necessary consent. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement, taking into consideration the 180 days available to obtain the necessary consent.

AT&T Clarification:

Per the question and answers received from GTA (Question 7 and Question 12 of the Q&A) this section will be discussed and negotiated upon award.





3.3.1.5 Services Features and Attributes

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and are on the GTA website.

AT&T Response:

AT&T understands.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information.

AT&T Response:

AT&T understands.

3.3.1.5.a Customer Support

GTA requires that a 24/7 customer support must be made available through Qualified Contractor's website, as well as a toll-free telephone number. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:







3.3.1.5.b Lost or Stolen Equipment

GTA requires that a 24/7 toll free telephone number must be maintained for reporting lost or stolen equipment so that service may be shut off for the number(s) involved. State of Georgia recognized governmental entities will not be responsible for any usage or other charges after reporting the equipment as lost or stolen. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:





3.4 DESCRIPTION OF PRICING REQUIREMENTS

Do Not Record Actual Pricing on the Technical Requirements Response Worksheet. This section is seeking information regarding the service offerings.

AT&T Response:

AT&T understands and complies.

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans and pricing described in the Agreement including all Amendments to that Agreement and are available on the GTA website.

AT&T Response:

AT&T understands.

New Services

Should your company not have a current contract with GTA, then you will provide the requested information.

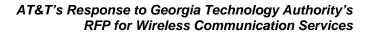
AT&T Response:

AT&T understands.

3.4.1 Competitive Rates

GTA requires that the pricing, rates and terms offered by the Qualified Contractor under the final Agreement is at least as favorable as the pricing, rates and terms offered to Qualified Contractor's 's similarly situated customers. GTA expects to see a







confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

GTA requires that the pricing, rates and terms offered by the Qualified Contractor under the final Agreement remains competitive with the pricing, rates and terms offered in the market. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

GTA requires that the Qualified Contractor identify the top 5 most frequently used pricing plans for Voice, Data and unlimited data and record the information in Appendix "Supplemental"

AT&T Response:

AT&T understands.

3.4.2 Pooling Minute/Message/Data Pooling

GTA requires that the Qualified Contractor have the ability to allow Agencies to pool minutes at either an Agency level or within a specific department within an Agency. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands.

3.4.3 Pricing Change Procedures during the Term of the Agreement

Making any changes to the Qualified Contractor's product/services offering or to the authorized price list on the Qualified Contractor's website, the Qualified Contractor shall notify the GTA Contract Administrator by e-mail of its intent to make a change and describe the proposed change. GTA expects to see a confirmation, recorded in Appendix





AT&T's Response to Georgia Technology Authority's RFP for Wireless Communication Services

B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands.

3.4.3.a GTA may, in its sole discretion, prohibit any requested change or direct the Qualified Contractor to undo any change already made. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:

AT&T understands.

3.4.3.b Any purchase order entered into based on an unauthorized change to product/service or price list may be voided by GTA at its sole discretion. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:





3.4.4 Administrative Fee

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans and pricing described in the Agreement including all Amendments to that Agreement and are on the GTA website.

AT&T Response:

AT&T understands.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information.

AT&T Response:

AT&T understands.

3.4.4.a GTA requires that the Qualified Contractor agrees to remit to GTA a fee of 1.5 % of sales for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for the Qualified Contractor to meet this obligation. The Qualified Contractor shall factor the Fee into its' pricing and shall not separately itemize. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

AT&T Response:





4.0 Proposal Submission

4.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing straightforward, concise delineation of Qualified Contractor's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional materials are not required. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Qualified Contractors follow the format and instructions contained herein. Each Original Proposal should be bound with an index and each section should be delimited by tabbed section dividers.

AT&T Response:

AT&T understands.

4.2 Submission of Proposals

Proposals must be submitted in three (3) parts: an Administrative Package, a Technical Proposal with the appropriate Supplemental Appendix and a Price Proposal. The proposal packages must be sealed and identified as follows:

- Proposal of (Your Company's Name):
- Type of Package: (Administrative, Technical or Price)
- RFP Number: GTA794, Wireless Communications Services
- Proposal Opening Date and Time: (See Error! Reference source not found.)

Any proposal received after the due date and time MAY BE rejected. Time shall be determined by GTA's Time Stamp. The acceptance of late proposals shall be governed by GTA Rule 665-2-4-.06.





Submit all proposals to the attention of the Contracting Officer at the address provided on the Cover Page of this RFP.

AT&T Response:

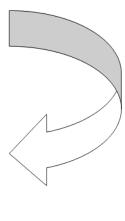
AT&T understands.

4.3 Administrative Package Content

The Qualified Contractor must provide one (1) signed original hardcopy and one (1) CD-ROM copy, clearly labeled, "[Qualified Contractor's Name] – Administrative Package," of the following Administrative documents:

- Qualified Contractor's Information Form (Appendix D)
- Signed Proposal Certification Letter (Appendix Appendix E)
- Statement of Responsibility Certification Form (Appendix F)
- Signed Addenda Signature Page(s) (if applicable)
- Signed Sales and Use Tax Compliance Form (Appendix G)
- Signed Agreement or Redlined Agreement (Appendix H)
- Signed Security and Immigration Form (Appendix L)





Qualified Contract Name –Administrative Package

AT&T Response:



4.4 Technical Proposal Content

GTA has established the following as certain criteria designed to addresses the Technical Proposal content.

4.4.1.1 The Technical Proposal must not contain any proposed prices.

AT&T Response:

AT&T understands and complies.

4.4.1.2 In order to facilitate the State's evaluation of the proposals, GTA has designated certain of the Technical requirements as "Affirmation Statements". For these "Affirmation Statement" Technical Requirements, GTA expects to see an affirmation recorded in Appendix B, Technical Requirements Worksheet and if applicable the required information recorded in a separate Appendix "Supplemental" which should include a complete description of how the Qualified Contractor elects to address and provide the Technical Requirement.

AT&T Response:

AT&T understands.

4.4.1.4 The Qualified Contractor's responses to the requirements must be arranged in the sequence in which the requirements are referenced, and formatted with responses inserted directly after the requirement or request, unless otherwise specified. Specific answers may be cross-referenced throughout Qualified Contractor's response to avoid duplication of material.

AT&T Response:







4.4.1.5 Additional information may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response.

AT&T Response:

AT&T understands.

4.4.2 Number of Copies

One (1) original version (clearly labeled as, "ORIGINAL") and three (3) CD-ROM copies of Qualified Contractor's ENTIRE Technical Proposal. The CD-ROM should be clearly labeled, "[Qualified Contractor's Name] – Technical Proposal."

AT&T Response:

AT&T understands and complies.

4.4.3 Required Sections

Please include a detailed Table of Contents with all required data organized in accordance with these RFP instructions.

Qualified Contract Name

Technical Proposal to include Appendix B, Technical Requirements Response

Worksheet

Appendix, Supplemental

AT&T Response:





4.5 Price Proposal Content

4.5.1 Number of Copies

One (1) original version (clearly labeled as, "ORIGINAL"), one (1) hard copy and three (3) CD-ROM copies of Qualified Contractor's ENTIRE Price Proposal submitted in a package separately sealed from the Price Proposal. The CD-ROM should be clearly labeled, "[Qualified Contractor's Name] –

Price Proposal."

AT&T Response:

AT&T understands and complies.

4.5.2 Pricing Format

4.5.2.1 Submission Format.

Any mixing of technical requirements information and actual dollar pricing information may cause a rejection of your proposal.

Submit the Qualified Contractor's retail pricing matrices with the bid prices being represented by a percentage discount off of Qualified Contractor's standard retail prices.

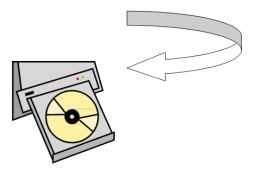
Qualified Contractor shall not anticipate nor rely on clarifications, discussions, redefinition, or further negotiations with GTA after Contract Award to adjust Qualified Contractor's proposed pricing.

Any efforts by Qualified Contractor to limit, qualify, caveat, restrict or place conditions on the prices being offered may be considered to be a violation of the price submission requirement and may result in the proposal being rejected as non-responsive.

The Qualified Contractor's retail pricing matrices should be recorded on Appendix C, Pricing Response Worksheet.



Qualified Contractor's Name Price Proposal as recorded on Pricing Response Worksheet (Appendix C)



AT&T Response:

AT&T understands.

4.5.2.2 Additional Discounts

Qualified Contractors are urged, but not required, to offer additional discounts for volume, tiers and/or one time delivery of large single orders of any assortment of items.

AT&T Response:





5.0 Evaluation

5.1 General

An evaluation team consisting of a technical and price evaluation committee will conduct a competitive source selection in accordance with GTA Rules and the approach outlined in this Section 5. The State reserves the right to reject any and/or all proposals.

AT&T Response:

AT&T understands.

5.1.1 Communications and Clarifications Process

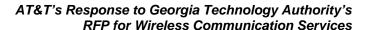
Written Communications and Clarifications are not required, may not occur, and are not intended to substitute for a well-written Proposal or to facilitate negotiations of any Proposal. All Responsive Qualified Contractors' responses to written Communications and Clarifications: 1) must be submitted in writing (e-mail and fax permitted); 2) are incorporated into and become part of Qualified Contractor's Proposal; and 3) can and will be relied upon by the Evaluation Team, the GTA, and the State.

AT&T Response:

AT&T understands.

5.1.2 Oral Presentations (Optional)

After the preliminary technical evaluation, some Qualified Contractors may be requested to make one or more oral presentations regarding their Proposals, at dates, times and locations determined by the GTA. The purpose of such presentations will be to allow Responsive Qualified Contractors to explain their proposed solutions and key points of their Proposals. Additionally, Qualified Contractors may be asked Questions in order to provide a better understanding of how the Responsive d Qualified Contractor's proposed solution will meet the requirements of the RFP. It is critical that Qualified Contractors





bring staff familiar with the detailed contents and solutions presented within Responsive Qualified Contractor's Proposal in order to maximize the productivity of the Oral Presentation sessions. Any and all discussions that occur during Oral Presentation sessions shall be considered Communications as the term is defined in Section 665-2-1-.02 (f) of the GTA rules. Responsive Qualified Contractors should be aware that, under GTA Rules, Communications shall not be used to cure material omissions in the Proposal. Oral presentations are not required, may not occur, and are not substitutes for a well-written Proposal.

AT&T Response:

AT&T understands.

5.1.3 Best and Final Offers (Optional)

At any time after the initiation of negotiations, Qualified Contractors may be invited to submit best and final offers (BAFOs). At this time, Qualified Contractors can make their prices as competitive as possible and address Questions and concerns specifically raised during negotiation/discussions. Revisions submitted by Qualified Contractors as part of their BAFOs may q the evaluation team to revise their scoring. In the event that a Competitive Range has been determined, requests for BAFOs shall be limited to those Qualified Contractors in the Competitive Range.

AT&T Response:





5.1.4 Financial Information

GTA reserves the right to request evidence of an Qualified Contractor's financial capability or stability and to conduct additional due diligence in this area at the sole discretion of GTA or at the request of any State of Georgia recognized governmental entity that will receive the benefits or services under any contract awarded pursuant to this RFP.

AT&T Response:

AT&T understands.

5.2 Administrative & Technical Requirements Minimum Expectations Review of Proposals

5.2.1 The Contracting Officer will be responsible for performing a review of the administrative requirements set forth in the RFP and for verifying if each Proposal is compliant with the technical Minimum Expectations and the Pricing Minimum Expectations set forth in the RFP.

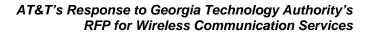
AT&T Response:

AT&T understands.

5.2.2 Failure to confirm one or more of the Technical Minimum Expectation(s) and/or the Pricing Minimum Expectation(s) may result in the delay of a contract award. Proposals that (i) are determined to be materially incomplete; or (ii) Qualified Contractors that do not satisfy the administrative requirements of the RFP in an acceptable timeframe as determined by GTA; may be declared non-responsive and rejected with no further evaluation.

AT&T Response:







5.2.3 Qualified Contractors that affirm all Minimum Expectations will be eligible to receive an Agreement. (Further negotiations on non-technical terms and conditions may impact a final award of an Agreement.)

AT&T Response:

AT&T understands.

5.2.4 Qualified Contractors that do not affirm all Minimum Expectations will not receive an Agreement until negotiations result in a satisfactory solution to GTA. All decisions will be at the sole discretion of GTA. (Further negotiations on non-technical terms and conditions may impact a final award of an Agreement.)

AT&T Response:

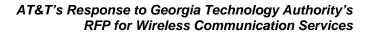
AT&T understands.

5.3 Technical Proposal Evaluation

5.3.1 A technical review committee comprised of State employees will assess the merits of the Technical Proposal. The State may engage one or more consultants or attorneys to assist in an advisory capacity. The committee will review the responses to the technical requirements of the RFP. Incomplete, inconsistent or inaccurate responses in the Technical Proposal may have a negative impact on the rating.

AT&T Response:







5.3.2 Qualified Contractors are urged to convey the technical material and other factors necessary to meet the expectations of the RFP in sufficient detail within their written Proposal, rather than to seek to negotiate or provide such factors through written Communications, and Clarifications.

AT&T Response:

AT&T understands.

5.4 Price Proposal Evaluation

5.4.1 A price evaluation committee comprised of GTA state employees will conduct an analysis and will confer a consensus score of between 1-4. GTA may engage one or more consultants to assist in an advisory capacity. At the sole discretion of GTA, this score will be applied to the Qualified Contractor's submitted Price Proposal.

AT&T Response:

AT&T understands.

5.4.2 GTA expects to see an overall % off of published list prices. The Qualified Contractor offering the largest percentage off of list price will be awarded a score of 4. Lower percentage of discounts off of list price will be awarded scores of between 1-3.

AT&T Response:





5.4.3 Price has the same relative importance as each individual technical evaluation area listed above.

AT&T Response:

AT&T understands.

5.5 Selection of Successful Qualified Contractor(s) and Contract Award(s)

5.5.1 The Contract Award(s) shall be made to the responsible Qualified Contractor(s) whose proposal is determined to be the most advantageous to the State, taking into account all evaluation factors set forth in this RFP, subject to GTA and such Qualified Contractor's ability to agree and enter into a final Agreement (see subsections below). Responsibility shall be determined in accordance with GTA Rules and responsibility criteria set forth in this RFP.

AT&T Response:

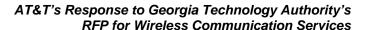
AT&T understands.

5.5.2 GTA reserves the right to reject or negotiate any or all of Qualified Contractor's additional terms or conditions, or Qualified Contractor's proposed modifications to GTA's stated terms or conditions. GTA reserves the right to modify, add or delete provisions consistent with the successful Qualified Contractor's proposal as needed to assure that the final executed Agreement accurately reflects the parties' intent, the procurement and the award.

AT&T Response:

AT&T understands.







5.5.3 Prior to award, Qualified Contractor(s) may be required to enter into communications, clarifications and/or negotiations (collectively referred to as, "discussions") with the GTA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within ten (10) business days of notification of intent to award or such other period as GTA may authorize.

AT&T Clarification:

AT&T understands the ten (10) day requirement but has concerns about the reasonableness of this timeframe. To that end, AT&T will agree to work diligently with GTA to expeditiously resolve all issues raised in the "discussions". AT&T respectively requests in the event issues cannot be resolved in the ten day timeframe AT&T and GTA will mutually agree upon an extended timeframe for resolution.





Appendix Supplemental

3.3.1.2.c Devices

AT&T understands and our GSM network supports both basic cellular devices and advanced wireless devices which include, smart phones, wireless connection cards, dual cellular and Wi-Fi phones, and other wireless devices that integrate all the following features and technologies – email, web, phone, GPS, MDS, SMS, software applications and others. Here is a partial list of some of the devices we support:

a. Basic cell phone:

1) Samsung Rugby III

Samsung Rugby® III is a rugged flip phone with Enhanced Push-to-Talk (PTT),* a 3-megapixel camera with video recorder, and a 2.4-inch QVGA display for superior image quality. It's designed to handle harsh environments** and supports 3G service, one-touch GPS navigation, POP3 email, and a full line of media and social networking services. From campsite to job site, Rugby III has the capability to meet your instant communication needs, along with the durability to handle almost anything life throws its way.

Designed for durability: Whether you're on the job site, hiking the trails, or taking the kids to the beach, Samsung Rugby III is designed to withstand the demands of your active lifestyle. It's built to meet military standard specifications** for dust, humidity, rain, and shock, and it's IP67 water resistant, so you can take your phone just about anywhere.

Keeps you connected: With AT&T Enhanced PTT,* you can connect quickly with individuals or work groups. It's built for the mobile workforce, helping you stay connected while on the job. Preloaded mobile email and social networking apps enable you to communicate with ease, and you can customize your phone with the wide selection of apps, games, and ringtones available from AT&T AppCenter®.



2) Samsung Rugby II

The Rugby II is an extraordinarily durable basic cell phone, certified to Military Standard 810G, which can handle anything from drops and vibrations...to rain and dust. Get to the jobsite with time to spare for sandwiches? AT&T delivers turn-by-turn directions and proactive traffic alerts. Other advanced aGPS features include Allsport, a GPS trainer and workout tracker, and Loopt, a location-based social network app.

Call restriction features You're all about business. So is the Samsung Rugby™ II, which gives you the ability to limit phone numbers to only those on the SIM card or in the device's contacts. You can also restrict IM, Messaging, and Address Book among other features to ensure that the device is used solely for the job at hand.

3) Pantech Breeze III:

The Pantech Breeze IIITM brings you all the great features you've come to expect from the Breeze line of phones, including a bright external display, external status indicators, Quick call keys, an intuitive menu, and large keyboard buttons. And with the addition of Audience earSmartTM noise suppression technology, calls are crisper and clearer than ever before. The stylish Breeze III also boasts the addition of great new tools like a tip calculator, pill reminder, and micro USB charger support—adding additional convenience to an already full-featured, user-friendly flip phone.

Voice recognition: Just say a command and your phone will find a contact, place a call, or start a text message. The readout mode setting enables your phone to verbally announce key presses and incoming notifications, or read out text messages. Plus, Breeze III is Bluetooth® and micro USB compatible, so you can choose which headset to use.

4) LG A340:

LG A340 is an economical and eco-conscious* flip phone that will easily fit in your purse or pocket. Featuring dual color screens, its housing is made from 17% recycled materials, and it comes with an energy-efficient charger. LG A340 also features a 1.3-megapixel external camera with video recorder, supports four languages (English, Spanish, French, and Korean), and has a large number pad with dedicated Camera, Alarm, Text-to-Speech, and multitasking keys.







Be eco-conscious.* LG A340 is both stylish and environmentally friendly. You get a compact and easy-to-carry flip-design phone, featuring internal and external color screens, that's partially constructed from recycled materials. It also comes with an energy-efficient charger that draws less power than traditional chargers.

Stay connected when mobile. LG A340 helps you stay in touch with text and picture messaging. Hear your text messages read aloud using the text-to-speech functionality. Send quick updates to TwitterTM, Facebook®, and more with AT&T Social Net.**

5) LG Xpression:

Slim, stylish, and well-connected ... LG Xpression™ has it all. Browse the mobile Web on the 3-inch WQVGA touchscreen display, or message your friends and colleagues using the full QWERTY keyboard. Xpression supports a comprehensive line of 3G services: media, location, and downloadable music. And it comes equipped with a 2-megapixel camera and camcorder, so you can capture those special moments on the go.

Browse and text with ease. Web browsing and dialing is easy on the large touchscreen display, and the full slide-out keyboard makes text entry just as simple. With LG Instant Note you can enter text with one touch, and then send through SMS or upload to Facebook® or TwitterTM.

Get the latest games and apps. Go to the AT&T AppCenter® storefront for all your favorite games and apps—like AT&T Social Net,* which gives you quick access to your social networks.

Find your way with enhanced GPS. With the AT&T Navigator®** app you get turn-by-turn voice and onscreen driving directions, maps, business listings, and real-time traffic updates. Finding where you want to go, and getting there, has never been easier.

b. Smartphones:

1) Apple iPhone 5

iPhone® 5 features a 4-inch Retina® display, the powerful A6 chip, an 8-megapixel iSight® camera with panorama, ultrafast wireless, iOS® 6, and iCloud®. Yet it's the thinnest, lightest iPhone ever.





Voice & Calling

FaceTime® video calling1
Apple® EarPods with Remote and Mic

Messaging

iMessage®—Send messages to any Apple® iPhone®, iPad®, or iPod touch® running iOS® 5 or later.

Software & Connectivity

iOS 6—The world's most advanced mobile OS 802.11a/b/g/n Wi-Fi (802.11n 2.4GHz and 5GHz) Bluetooth® 4.0

Input and output: Lightning connector; 3.5-mm stereo headphone minijack; built-in speaker; built-in microphone; SIM card tray

Camera & Video

8-megapixel iSight® camera with panorama 1080p HD video recording FaceTime HD camera for video calls1

Highlights

4-inch Retina® display Ultrafast wireless A6 chip

Personalization & Entertainment

Over 800,000 apps on the App Store2 All-new Apple EarPods





Organization

Siri®—Your intelligent assistant iCloud®—Your content on all your devices

2) Blackberry Z10

Powered by BlackBerry® 10.1, the 4G LTE-ready BlackBerry Z10 is built to keep you moving.* Every feature, every gesture, and every minute detail is designed with you in mind. With the BlackBerry Z10, you get a faster, smarter, and smoother experience that works the way you want it to and conveniently adapts to your needs. Features and apps work seamlessly together, allowing your every move to flow into the next. Peek in at BlackBerry® Hub from any app with just a swipe, then swiftly transition back to what you were doing. View and edit Microsoft® Office documents while on the go, including documents sent as email attachments, without losing their original formatting. The BlackBerry® Keyboard adapts to how you type, so you can write faster and more accurately, providing a typing experience that only BlackBerry can deliver. And, when you need to, you can effortlessly switch between typing and face-to-face collaboration in an instant with BBMTM Video with Screen Share.**

Time Shift mode and HDR mode

Pinpoint and adjust elements of your picture to get the photo you want. Time Shift mode lets you move parts of your photo backwards and forwards in time to create the perfect picture. High Dynamic Range (HDR) mode creates beautiful images in tricky conditions. HDR mode takes multiple pictures at different exposure levels and then layers them to produce a single photo with the best of the combined dark and light areas. When your photos are ready, you can use Story Maker to weave the moments together and create a movie in just a couple of swipes.

BlackBerry Hub

Notice the blinking red light? Now it's even easier to stay close to what's important to you. Simply peek into the BlackBerry Hub from any app with a swipe to effortlessly flow in and out of your messages and conversations.

BlackBerry Keyboard

Type faster and more accurately than ever before, with the least amount of effort, on the new touchscreen keyboard. The BlackBerry Keyboard learns how you write and adapts to





how you type, suggesting words to help you type faster and subtly adjusting to help make sure you hit the right keys.

BBM Video with Screen Share

Share and be seen with BBM Video. Switch from a BBM chat to a BBM Video conversation on the fly, to talk face-to-face and share what's on your screen.** The new Screen Share feature lets you share photos, show what's on your browser, or review documents together. You can even share the view from your camera.

3) Blackberry Q10

Powered by BlackBerry® 10, the 4G LTE-ready BlackBerry Q10 is built to keep you moving.* Every feature, every gesture, and every minute detail is designed with you in mind. With the BlackBerry Q10, you get a faster, smarter, and smoother experience from a smartphone that works the way you want it to and conveniently adapts to your needs. Features and apps work seamlessly together, allowing your every move to flow into the next. Peek into the BlackBerry® Hub from any app with just a swipe, then swiftly transition back to what you were doing. The classic, ergonomically designed BlackBerry® Keyboard adapts to how you type, so you can write faster and more accurately, providing a typing experience that only BlackBerry can deliver. And, when you need to, you can effortlessly switch between typing and face-to-face collaboration in an instant with BBMTM Video and Screen Share.**

Classic BlackBerry Keyboard + BlackBerry 10

Conversations happen fast, and accurately. Large, precision-molded keys improve strike accuracy. Plus, BlackBerry 10 understands and adapts with personalized intelligent word suggestions and contextual auto-correction. Together, the classic BlackBerry Keyboard and the 3.1-inch Super AMOLEDTM touchscreen display make for fast, easy navigation with keyboard shortcuts for common tasks and integrated search. Just start typing, then touch what you need.

BlackBerry Hub

Notice the blinking red light? Now it's even easier to stay close to what's important to you. Simply peek into the BlackBerry Hub from any app with a swipe to effortlessly flow in and out of your messages and conversations.

BlackBerry® BalanceTM

Using one device for work and play has never been easier. Take your smartphone to the office to access work email, apps, and content without compromising your personal







experience and use. BlackBerry Balance technology keeps all your personal apps and information separate and private from your work data and apps. Easily switch between work and personal personas with a simple gesture.

BlackBerry® Enterprise Service 10

BlackBerry Enterprise Service 10 provides comprehensive device management, security, and application management for corporate- and personal-owned BlackBerry, iOS®, and AndroidTM devices. Delivered through a single end-to-end platform, BlackBerry Enterprise Service 10 provides proven BlackBerry security and controls designed to meet the needs of organizations of all sizes.

BlackBerry Enterprise Service 10.1 introduces Regulated-level Enterprise Mobility Management control options for BlackBerry® 10 smartphones to enable compliance in secure, government, and regulated environments. Where a high degree of granular control over device features is required, and for enterprises where corporate-only use and application management policies are in place, BlackBerry 10 smartphones and BlackBerry Enterprise Service 10 combine to provide the ultimate device management solution for high-security mobility.

Time Shift mode and BlackBerry Story Maker

Pinpoint and adjust elements of your picture to get the photo you want. Time Shift mode lets you move parts of your photo backwards and forwards in time to create the perfect picture. Then use Story Maker to weave those moments together to create a movie in just a couple of swipes.

BBM Video with Screen Share

Share and be seen with BBM Video. Switch from a BBM chat to a BBM Video conversation on the fly, to talk face-to-face and share what's on your screen.** The new Screen Share feature lets you share photos, show what's on your browser, or review documents together. You can even share the view from your camera.

4) Blackberry Bold 9900

The definitive BlackBerry® BoldTM 9900 smartphone delivers best-in-class performance with its iconic BlackBerry QWERTY keyboard and brilliant Liquid GraphicsTM touchscreen. 4G network access,* increased processor speed, increased memory, Enhanced Push-to-Talk (PTT), and a brilliant display all combine to make the BlackBerry Bold 9900 a powerful partner for even greater productivity.





Boost your performance.

The BlackBerry® 7.1 OS delivers a faster and easier communication, multimedia, and productivity experience. HD video, improved PC-like Web browsing, voice-enabled search, mobile hotspot capability,** and Near Field Communication (NFC) technology make this next-generation BlackBerry Bold a powerful update to the classic.

Get it faster with 4G.

Watch your productivity soar as you access your data and applications with incredible speed on the super-fast AT&T mobile broadband network. You'll keep moving along with the high-speed 1.2GHz processor that allows you to multitask with multiple business apps, browsing, and everything you do throughout your day.

Connect locally or globally.

The BlackBerry Bold 9900 includes built-in Wi-Fi® 802.11 a/b/g/n and is mobile hotspot capable, which will allow you to share your connection with up to five devices (including your BlackBerry Bold 9900).** When your work takes you overseas, keep in touch with global roaming in more than 220 countries for voice and 200 countries for data, including South Korea and Japan.***

Demand it all.

Your BlackBerry Bold 9900 will multitask like you do. Whatever you're busy doing, all of your emails, messages, updates, and notifications keep coming through, so you can easily move from one task to another without missing a beat. This includes simultaneous voice and data, letting you take calls while you're working with business applications, sending email, or downloading documents on the AT&T mobile broadband network. Now you can take care of it all, all at once.

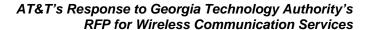
Designed with care.

The BlackBerry Bold 9900 gives you a great look with a premium and stylish design that fits, whether you're in the boardroom or out and about. And that's just the beginning.

Touch and go. The 2.8-inch high-resolution touchscreen with Liquid Graphics provides smoother, fluid graphics and richer screen resolution for working with business applications and viewing documents, pictures and videos—all at a new level of excellence.

Catch it clearly. The 5-megapixel camera gives you an improved camera experience with crisper images and the power of 720p HD video recording.





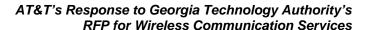


- Choose your way. The new BlackBerry Bold 9900 smartphone gives you options. When you want typing accuracy for writing those long emails, use the legendary keyboard you know and love. Need to do something quickly? Use the touchscreen, evolved to react faster to your touch. Or, when you need more traditional precision for scrolling or clicking links, use the optical trackpad.
- **Get the security you expect.** Whether you're using it for work or to help manage your personal life, the BlackBerry Bold 9900 smartphone has the security you expect, built right in.
- **Stay on top of it.** Work with the latest productivity and business applications available through the Mobility Application suite from AT&T and BlackBerry App WorldTM.
- **Manage your day better.** The BlackBerry 7.1 OS makes it easy to join, create, or schedule meetings—one click and you can join a meeting, plan a meeting, or schedule a conference.
- **Keep working.** Get more done by viewing, editing, and even creating Microsoft® Office files and viewing Adobe® PDFs with Documents To Go®.
- **Share like never before.** With Near Field Communication enabled, BlackBerry and BlackBerry TagTM take sharing content to new heights. Instantly exchange contact information, or share working files, notes, videos, music, and more.
- **Communicate faster.** With AT&T Enhanced PTT, you can connect quickly to individuals of work groups, create large contact lists, view the availability of your PTT contacts in real time, and more—all from your BlackBerry smartphone.

5) Samsung Rugby Pro

Samsung Galaxy Rugby ProTM is a rugged AndroidTM device that combines cutting-edge features and durability. Features include a 4-inch Super AMOLEDTM touchscreen, a 5-megapixel camera with HD video recording, 4G LTE support,* and Enhanced Push-to-Talk (PTT) readiness. It's designed to withstand the elements—water submersible to 1 meter for 30 minutes, and built to MIL-STD-810G standards for dust, shock, vibration, rain, humidity, solar radiation, altitude, and temperature extremes. On the job or at play,







Samsung Galaxy Rugby Pro offers everything you'd want from a smartphone, along with the physical strength to handle whatever life throws at it.

Rugged design: Strong and durable, Samsung Galaxy Rugby Pro is designed to handle the demands of your active lifestyle. Waterproof,** dustproof, and built to MIL-STD-810G standards, it provides protection from the following: high and low temperature storage and operation (from -51° C to +71°C); vibration and shock; water and dust; humidity; pressure; solar radiation; immersion (1 meter for 30 minutes); ice and freezing rain; salt/fog; and thermal shock.

Super AMOLED display: The 4-inch WVGA Super AMOLED touchscreen features 480 x 800 resolution, so you see everything in brilliant color and clarity, with enhanced readability, indoors and out.

Android operating system: Version 4.0 (Ice Cream Sandwich) builds on the functionality and versatility of the popular Android OS, bringing you easy multitasking, customizable home screens, powerful Web browsing, immersive interactivity, and improved ways of communicating.

4G LTE and Wi-Fi support: Samsung Galaxy Rugby Pro supports 4G LTE service, Wi-Fi, corporate email, and a full line of media services—including location, music, and social networking. Now you can enjoy all the benefits of a smartphone in a rugged device.

Enhanced Push-to-Talk: With AT&T Enhanced PTT, you can connect quickly to individuals or work groups with the push of a button. Create large contact lists, view the availability of your PTT contacts in real time, automatically join active group calls, talk and use productivity apps simultaneously—Enhanced PTT enables you to do all of this and more, right from your smartphone.

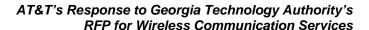
If you prefer to purchase without a corporate discount or student discount, <u>shop now</u> for personal wireless offers.

To get the most from your new smartphone, check out these <u>videos and interactive</u> <u>tutorials</u>.

*Limited 4G LTE availability in select markets. LTE is trademark of ETSI. 4G speeds not available everywhere. Wi-Fi: Access includes AT&T Wi-Fi Basic. Wi-Fi enabled device required. Other restrictions apply. See www.attwifi.com for details and locations.

**Meets US Mil-STD 810G for dust, humidity, rain and shock. Waterproof against incidental exposure to water when all ports are tightly closed. Not designed or intended for in-water use. Submersible up to 1 meter for up to 30 minutes. Waterproof based on IP67 rating.







- c. Tablets Apple, Samsung, Dell, LG and etc.
- d. Wireless-Enabled Laptops
- e. Wi-Fi, Hotspots and Aircards
- f. Machine to Machine chips sets

3.3.1.2.d Software Applications:

AT&T understands and will lists top third party software application is Supplemental section below:

As requested AT&T's top 5 third party solutions included:

- AT&T Enhanced Push to Talk
- NetMotion
- AT&T CAMPUS GUIDE
- AT&T RAVE/Guardian
- AT&T Smart 911

Some of the newer AT&T third party solutions include:

- AT&T Advanced Authentication Solutions
- Access MyLAN
- AT&T Mobile Remote Access Services
- AT&T Commercial Connectivity Services (CCS)
- BOX from AT&T

Broadcast Communication Solution comprised of the following existing services:

- AT&T Advanced Communications Suite
- AT&T Global Smart Messaging
- AT&T Eye Witness
- AT&T CAMPUS GUIDE
- AT&T RAVE/Guardian
- AT&T Smart 911
- AT&T Messaging Toolkit
- AT&T Mobile BarCode Services
- AT&T Business Messaging

Mobile Resource Management Solutions using the following existing services:

AT&T Mobile Forms Solutions





AT&T's Response to Georgia Technology Authority's RFP for Wireless Communication Services

- AT&T Time Clock and Management Solutions
- ActSoft
- Pronto Forms
- Telenav All
- APRIVA PAY
- Xora All
- WebTech

AT&T Machine to Machine Solutions with your existing AT&T Enterprise on Demand and adding the following new services:

- AT&T Control Center
- M2M Application Platform (Axeda)
- AT&T Cellular Digital Signage
- AT&T Smart Grid Solutions

Mobile Device Management Solutions with the following existing services:

- AirWatch All
- Mobile Iron All
- Good For the Enterprise
- BlackBerry 10
- AT&T Toggle
- AT&T Hosted and Managed MDM Solution Platform

And adding the following new services to it:

- McAfee
- AT& Mobile Security Solutions
- Mobile Device Management Consulting Services
- Bring your Own Device Consulting Services
- Mobile Device Management Readiness Workshop

AT&T Mobile Application Development with AT&T Campus Guide Suite and adding

- AT&T Community Central
- Mobile Application Consulting
- Mobile Application Development
- Mobile Application Management
- Mobile Enterprise Application Platform (MEAP)

AT&T Disaster Recovery Solutions comprised of

AT&T Remote Mobility Zone





AT&T Consulting: Disaster and Continuity Planning

AT&T Mobile Voice and Fixed Mobile Convergence Solutions with existing

- AT&T Enhanced Push to Talk
- AT&T Office Direct
- AT&T Office@Hand
- Wireless Priority Service
- AT&T PDV Connect
- AT&T OnDemand Interpreter

Lifecycle Management Solutions with your current Mobility Solution Services (MSS) and adding

- Staging and Kitting
- Warranty and Exchange
- Mobile Strategy & Roadmap Consulting
- Tier 1 Mobile Helpdesk

3.4.1 Competitive Rates

List of top 5 most frequently using pricing plans:

Table 1: Basic and Smart phone plans

Features Included	GOVP Nation	GOVP Nation 300	GOVP Nation 600
	1000		
Monthly Service			
Anytime minutes	1000	300	600
Voice overage rate			
Included Night and Weekend minutes	Unlimited	Unlimited	Unlimited
Included Mobile to Mobile minutes	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included
Domestic Roaming	Included	Included	Included
Rollover Minutes	Does not apply	Does not apply	Does not apply
Included Data Access	Unlimited Internet Browsing and Email	Unlimited Internet Browsing and Email	Unlimited Internet Browsing and Email
Text Messaging	Unlimited	Unlimited	Unlimited



Features Included	GOVP Nation 1000	GOVP Nation 300	GOVP Nation 600
with smartphones pack plan			
Text Messaging without smartphone	No	No	NO

Table 2: Basic, Smart phone and data devices plans

Features Included	Nat. Business 300 Pooled	Nat Business 450 Pooled	Unlimited data on any non-voice devices
Anytime minutes	300	600	N/A
Voice overage rate			N/A
Included Night and Weekend minutes	Unlimited	Unlimited	N/A
Included Mobile to Mobile minutes	Unlimited	Unlimited	N/A
Domestic Long Distance	Included	Included	N/A
Domestic Roaming	Included	Included	N/A
Rollover Minutes	Does not apply	Does not apply	N/A
Included Data Access	Unlimited Internet Browsing and	Unlimited Internet Browsing and	Unlimited Internet Browsing and
	Email	Email	Email
Text Messaging	No	No	N/A



Table 3: New plans

Features Included	GOVP Nation 100	GOVP Nation 500	Unlimited ePTT add-on
Anytime minutes	100	500	N/A
Voice overage rate			N/A
Included Night and Weekend minutes	Unlimited	Unlimited	N/A
Included Mobile to Mobile minutes	Unlimited	Unlimited	N/A
Domestic Long Distance	Included	Included	N/A
Domestic Roaming	Included	Included	N/A
Rollover Minutes	Does not apply	Does not apply	N/A
Included Data Access	Unlimited Internet Browsing and Email	Unlimited Internet Browsing and Email	N/A
Text Messaging with smartphones pack plan	N/A	Unlimited	N/A
Text Messaging without smartphone	No	Unlimited	N/A



APPENDIX B Technical Requirements Response Worksheet

Please refer to the pages following for AT&T's response to Appendix B.

