

For Purchasing Use Only:

RFP/CONTRACT # 1523

AMENDMENT # 5 TO CONTRACT

Between the State of Nevada
 Acting By and Through Its
Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701
Contact: Teri Smith, Purchasing Officer
Phone: (775) 684- 0178 • Fax: (775) 684-0188
Email: tsmith@purchasing.state.nv.us

And

AT&T Mobility National Accounts LLC
d/b/a AT&T Mobility
7229 Parkway Drive
Hanover, MD 21076
Contact: Cathleen Pryor, Director, Contracts
Phone: (703) 506-5785 Fax: (866) 913-0478
Email: cathy.pryor@att.com

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #1523 and dated October 10, 2006, as amended, attached hereto as Exhibit A (the "Original Agreement"), remain in full force and effect with the exception of what is set forth herein. Unless otherwise defined, capitalized terms have the meanings ascribed to them in the Original Agreement.

A. Contractor's Contract Manager for direct responsibility is hereby replaced with the following:

AT&T Mobility National Accounts LLC
d/b/a AT&T Mobility
7229 Parkway Drive
Hanover, MD 21076
Contact: Roland Saenz, Director, Customer Contracts
Phone: (949) 838-8200 Fax: (949) 852-9671
Email: rs3674@att.com

B. The Contract term is extended for two years for a new contract term of six (6) years. The new, extended Contract term shall be through October 31, 2012, unless sooner terminated by either party as specified in paragraph ten (10) of the Contract for Services of Independent Contractor portion of the Original Agreement.

C. Effective October 1, 2010, the Service Discount for CRUs will be increased to twenty-two percent (22%). The Service Discount for IRUs is not changing, and remains at fifteen percent (15%).

D. The WSCA Administration Fee will be calculated by applying the then-current Administration Fee percentage (currently 0.0010) against the total Accumulated Charges (as defined herein). In addition, AT&T will add THREE PERCENT (3%) of the Accumulated Charges for the corresponding period in lieu of directly adding any fees related to Equipment or Accessory charges. The WSCA Administration Fee, as modified herein, is payable from and after the effective date of this Amendment 5.

E. For purposes of the WSCA Administration Fee, the term Accumulated Charges means the following charges as paid to and realized by AT&T from Participating Entities End Users during the corresponding period:

1. Monthly wireless access charges for Voice Service and Wireless Data Service Plans;
2. Monthly wireless access charges for features that require an underlying Voice Service or Wireless Data Service Plan in order for the corresponding feature to function, but excluding enhanced features such as directory assistance or fee-based information services. Such features include, but are not necessarily limited to Text Messaging, Night and Weekend Minutes, and Mobile to Mobile Minutes;
3. Home wireless usage charges for Voice Service and Wireless Data Service;
4. Roaming charges incurred by Numbers provisioned from AT&T Markets while roaming in other AT&T Markets and using AT&T's wireless network;
5. One-time charges for Service activation and conversion;
6. Charges for detailed billing; and
7. Charges for additional wireless service features such as Text Messaging and Voicemail when using AT&T's wireless network, but excluding enhanced features such as directory assistance or fee-based information services.

F. For purposes of the WSCA Administration Fee, the term Accumulated Charges shall not include the following:

1. Charges for Equipment and Accessories;
2. International charges;
3. Charges for other goods and services that the Participating Entity or End User, as applicable, authorizes to be charged through the wireless bill, including, without limitation, roadside assistance, and equipment insurance;
4. Shipping and handling charges;
5. Taxes and the Regulatory Cost Recovery Fee;
6. Long distance service charges;
7. Charges for local landline interconnect, toll services, and other charges arising from or related to wireless operators providing long distance service;
8. Monthly access charges related to AT&T's abbreviated dialing code product; and
9. Any and all other charges not specifically described as Accumulated Charges herein.

G. AT&T will pay the WSCA Administration Fee in four (4) installments for each corresponding calendar year, as follows:

May 15th: For Accumulated Charges realized by AT&T from January through March of that calendar year.

August 15th: For Accumulated Charges realized by AT&T from April through June of that calendar year.

November 15th: For Accumulated Charges realized by AT&T from July through September of that calendar year.

February 15th: For Accumulated Charges realized by AT&T from October through December of the immediately prior calendar year.

Example. By way of example only, if Contractor realizes \$1,000,000 in Accumulated Charges from July to September, 2010, then on November 15, 2010 AT&T must pay WSCA a corresponding Administration Fee of \$1,030, calculated as follows: \$1,000,000 (Accumulated Charges) + 3% (additional in lieu of calculating fee for Equipment and Accessories) x 0.0010 (Administration Fee Percentage) = \$1,030.

H. The address for remittal of the WSCA Administration Fee shall be:

WSCA
3643 Solutions Center
Chicago, IL 60677-3006

Check to be payable to WSCA and must include **WSCA Wireless Contracts and Quarter (for which payment is being made)** in the memo.

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners, and executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Robert T. Gray 7-12-2010
Independent Contractor's Signature Date

Director, Customer Contracts
Independent's Contractor's Title

Greg Smith 7-19-10
Greg Smith Date

Administrator, Purchasing Division
Title

A. Mark Clinger For Andrew K. Clinger, Clerk
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On 7/27/10
(Date)

[Signature]
Deputy Attorney General for Attorney General

On 22 July 10
(Date)