

**PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149**

PARTICIPATING ENTITY: GOVERNMENT OF THE DISTRICT OF COLUMBIA

This Participating Addendum (the "PA") is made effective on the latest date on page 4 of this PA (the "PA Effective Date") between the Government of the District of Columbia ("Participating Entity"), and AT&T Corp. ("Contractor") (Participating Entity and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019, as amended (the "Contract" or "Master Agreement").

1.2 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participating Entity and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid Task Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement. For purposes of this PA, the term "Task Order" has the same meaning as "Purchase Order" under the Master Agreement.

Section 3. Authorized Purchasing Entities. Participating Entity hereby designates District of Columbia government entities, procuring through individual Task Orders as authorized Purchasing Entities under the Agreement.

Section 4. Task Orders. Except as set forth herein, Task Orders must reference both Master Agreement #MA149 and the PA to be valid. Upon acceptance of any such valid Task Order, the corresponding Purchasing Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. Notwithstanding the foregoing, any Task Order submitted that does not properly reference the Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Task Order was properly authorized and intended for use with the PA. In such instances, the corresponding Task Order will be similarly valid and binding. Terms and conditions inserted into a Task Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement. Any such attempts to add or incorporate

such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void.

Section 5. Primary Contacts.

Participating Entity:

Name: Chris Yi
Title: Contracting Officer
Address: 441 4th Street NW Suite 330S
Washington, DC 2001
Telephone: (202) 724-5069
Fax Number:
E-Mail: chris.yi@dc.gov

Lead State:

Name: Christopher Jennings
Title: Assistant Director
Address: 3140 State Office Bldg.
Salt Lake City, UT 84114
Telephone: 801-538-3157
Fax Number: 801-538-3882
E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: Tim Dwyer
Title: Client Solutions Executive
Address: 3033 Chain Bridge Road
Oakton, VA 22124
Telephone: (703) 397-6795
Fax Number:
E-Mail: td741q@att.com

Contractor Main:

Name: Bethani Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-679-9053
Fax Number: N/A
E-Mail: bethani.cross@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participating Entity, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participating Entity agree to be bound by the provisions hereof. In addition, Participating Entity represents that it has received the requisite approvals from the applicable Chief Procurement Official and NASPO to participate in the Master Agreement.

Section 7. Miscellaneous.

7.1 Employee Benefit Program. Participating Entity will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

7.2 K-12 Program. The Parties acknowledge and agree that K-12 Students may participate in the Agreement in accordance with the terms and conditions set forth in Exhibit "A" hereto and incorporated herein by reference.

Section 8. Notice of Administrative Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

8.1 Contract Fees Under the Master Agreement, Contractor is being charged an Administrative Fee of: (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the

event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Agreement; and (c) any valid Task Order issued in connection therewith.

Section 10. Equipment Installment Program.

10.1 EIP. Participating Entity intends to purchase certain Equipment for its CRUs under the Agreement pursuant to AT&T's Equipment installment payment option program (the "EIP"). Participating Entity represents, acknowledges and agrees that its participation in the EIP: (i) does not violate any applicable procurement rules in effect as of the Participating Addendum Effective Date; (ii) will not disqualify AT&T from any future procurements with the Participating Entity; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the EIP Agreement.

10.2 Application of EIP Agreement. To participate in EIP, acknowledges that Participating Entity, any Purchasing Entities, its representatives, and/or its CRUs will be required to accept the terms and conditions of a Retail Installment Agreement. Notwithstanding the foregoing, Participating Entity and AT&T hereby acknowledge and agree that any terms and conditions in the Retail Installment Agreement that are in material conflict with the Agreement, or that are not allowable under applicable law will not apply, and that the Agreement will control in the event of any material conflict between the Agreement and the Retail Installment Agreement.

10.3 IRUs. IRUs under the Agreement may opt to use the EIP and their use of that program will be governed by the Retail Installment Agreement and is not affected by §§10.1 and 10.2 herein.

Section 11. Custom FirstNet Mobile Plans – Agency Paid. Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §11 (including all sub-sections and Tables), AT&T will provide Participating Entity and its eligible CRUs the custom FirstNet Mobile Plans described in §11 (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans' corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §11 and the applicable Sales Information, this §11 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participating Entity's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice. The term "MSC" in the tables below means "Monthly Service Charge."

TABLE 11.1

CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$15.49 MSC	\$24.14 MSC	\$35.51 MSC	\$204.77 MSC	\$373.12 MSC	\$1,742.67 MSC	\$3,348.82 MSC
For use with a subsidized device	\$35.49 MSC	\$44.14 MSC	\$55.51 MSC	\$224.77 MSC	\$393.12 MSC	\$1,762.67 MSC	\$3,368.82 MSC

**TABLE 11.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

	10,000-14,999 End Users	15,000-19,999 End Users	20,000+ End Users
Add-a-Line For use with an unsubsidized device	\$8.99 MSC	\$7.99 MSC	\$6.99 MSC
Add-a-Line For use with a subsidized device	\$20.99 MSC	\$19.99 MSC	\$18.99 MSC

**TABLE 11.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$10.02 MSC	\$15.99 MSC	\$22.99 MSC	\$199.30 MSC	\$367.65 MSC	\$1,737.20 MSC	\$3,343.85 MSC
For use with a subsidized device	\$20.02 MSC	\$25.99 MSC	\$32.99 MSC	\$209.30 MSC	\$377.65 MSC	\$1,747.20 MSC	\$3,353.35 MSC

**TABLE 11.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
1 - 14,999 End Users	\$42.99 MSC	\$37.99 MSC	\$34.99 MSC
15,000 - 19,999 End Users	\$41.99 MSC	\$36.99 MSC	\$33.99 MSC
20,000+ End Users	\$40.99 MSC	\$35.99 MSC	\$32.99 MSC

**TABLE 11.5
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$9.99 MSC
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$17.99 MSC

**TABLE 11.6
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 MSC
---	---------------

Section 12. Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Participating Entity and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participating Entity hereby authorizes AT&T to provide such individuals with the discounts set forth in §12 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participating Entity must remain eligible for the Custom FirstNet Mobile Plans described in §11 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participating Entity, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 12.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$24.14	\$35.51	\$10.99	\$15.99	\$22.99

**TABLE 12.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED
PLANS**

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$44.99	\$36.99

Section 13. Custom Offers. Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions and conditions set forth in this §13 (including all sub-sections and Tables), Contractor will provide Participating Entity and its eligible CRUs the following custom offers: (a) the custom Data Only Throttle Plan for Government

described in §13.1 herein (the “Custom Data Only Throttle Plan for Government”); (b) the custom Business Pooled Nation integrated plans described in §13.2 herein (the “Custom Business Pooled Nation Integrated Plans”); and (c) the custom Business Pooled Nation integrated tethering plans described in §13.3 herein (the “Custom Business Pooled Nation Integrated Tethering Plans”) (the Custom Data Only Throttle Plan for Government, the Custom Business Pooled Nation Integrated Plans, and the Custom Business Pooled Nation Integrated Tethering Plans are, at times, referred to together herein as the “Custom Offers”). The Custom Offers are available for the term of the Agreement. The Custom Offers are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offers are not available to IRUs. In accordance with the Agreement, each of the Custom Offers is subject to its underlying offer’s corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §13 and the applicable Sales Information, this §13 will control. Notwithstanding the foregoing, Custom Offers will only be provided if Participant’s account is active and in good standing with respect to the applicable CRU.

13.1 Custom Data Only Throttle Plan for Government. The Custom Data Only Throttle Plans for Government are further described in Table 13.1.

**TABLE 13.1
CUSTOM DATA ONLY THROTTLE PLAN FOR GOVERNMENT**

10,000 - 14,999 End Users	\$34.99 MSC
15,000 - 19,999 End Users	\$33.99 MSC
20,000+ End Users	\$32.99 MSC

13.2 Custom Business Pooled Nation Integrated Plans The following applies to the Custom Business Pooled Nation Integrated Plans: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information; and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information. The Custom Business Pooled Nation Integrated Plans are further described in Table 13.2.

**TABLE 13.2
CUSTOM BUSINESS POOLED NATION INTEGRATED PLANS**

	BPN Pooled 300 Plan	BPN Pooled 450 Plan
10,000 - 14,999 End Users	\$18.49 MSC	\$23.99 MSC
15,000 - 19,999 End Users	\$17.49 MSC	\$22.99 MSC
20,000+ End Users	\$16.49 MSC	\$21.99 MSC
Anytime Minutes	300	450
Voice Overage Rate	\$0.25	\$0.25

Included Nights & Weekend Minutes	5000	5000
Included Mobile to Mobile Minutes	Unlimited	Unlimited
Domestic Long Distance	Included	Included
Domestic Roaming	Included	Included
Monthly Service Charge Discount	N/A	N/A
Rollover Minutes	N/A	N/A
Included Domestic Data Access	Unlimited	Unlimited
Unlimited Text	Yes	Yes

13.3 Custom Business Pooled Nation Integrated Tethering Plans. The following applies to the Custom Business Pooled Nation Integrated Tethering Plans: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information, and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information. The Custom Business Pooled Nation Integrated Tethering Plans are further described in Table 13.3.

**TABLE 13.3
CUSTOM BUSINESS POOLED NATION INTEGRATED TETHERING PLANS**

	BPN Pooled 300 Plan	BPN Pooled 450 Plan
10,000 - 14,999 End Users	\$18.49 MSC	\$23.99 MSC
15,000 - 19,999 End Users	\$17.49 MSC	\$22.99 MSC
20,000+ End Users	\$16.49 MSC	\$21.99 MSC
Anytime Minutes	300	450
Voice Overage Rate	\$0.25	\$0.25
Included Nights & Weekend Minutes	5000	5000
Included Mobile to Mobile Minutes	Unlimited	Unlimited
Domestic Long Distance	Included	Included
Domestic Roaming	Included	Included
Monthly Service Charge Discount	N/A	N/A
Rollover Minutes	N/A	N/A
Included Domestic Data Access	5GB	5GB
Included Domestic Data Access Overage	\$10/GB	\$10/GB
Unlimited Text	Yes	Yes


Tethering & Mobile Hotspot: Includes up to 10GB per line per month. After 10GB, tethering speed will be slowed to a max of 128Kbps for the rest of the bill cycle (except for these products: Connected Cars, Hot Spots, and Wireless Home Phone and Internet).

Section 14. Additional Terms and Conditions & Pricing. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit B and Pricing in Exhibit C, attached hereto and incorporated herein by reference.

Section 15. Entire Agreement. The Master Agreement and this PA set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

AT&T CORP.

By: : 

,duly authorized

Name: : Mark Flister

Title: : Sr. Contract Manager

Date: 12/24/2020

GOVERNMENT OF THE DISTRICT OF COLUMBIA

By: : _____
,duly authorized

Name: : Chris YI

Title: : Contracting Officer

Date: : 2-1-2021

EXHIBIT A

K-12 PROGRAM

1. K-12 Student Participation in Program. Pursuant to the terms and conditions of the Agreement, and subject to the terms and conditions of this Exhibit A, Contractor authorizes K-12 Students to participate in the Agreement as CRUs. Under the PA, the term "K-12 Student" means an individual currently enrolled as a full-time student within grades K-12 at the Participating Entity's qualified educational institution within Participating Entity's State, District or other applicable jurisdiction. K-12 Students cannot receive Service, Equipment and/or related products under the Agreement as IRUs.

2. Invoicing. Consolidated invoicing is the only invoicing option available with respect to K-12 Students. The Corporate Responsibility User Invoicing option, such option is not available in any respect for such K-12 Students.

3. Internet Safety Policy. Each Participating Entity hereunder represents and warrants that it has, and will maintain during the term of the Agreement, an Internet Safety Policy that addresses the following: (a) access by minors to inappropriate matter on the Internet and the World Wide Web; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access including "hacking" and other unlawful activities by minors online; (d) unauthorized disclosure, use and dissemination of personal information regarding minors; and (e) measures designed to restrict minors' access to materials harmful to minors.

4. Consents and Notices.

4.1 Parental Consents. Each Participating Entity hereunder is responsible for obtaining from each K-12 Student's legal guardian any and all consents necessary for access to and use of the Equipment and Service by the K-12 Student.

4.2 Additional Notices.

4.2.1 Notices Regarding Service and Equipment. Each Participating Entity hereunder will advise the legal guardian of each of its K-12 Students that the legal guardian must read all Sales Information concerning Service and use of the Equipment, including, without limitation, the Welcome Guide, Plan and feature brochures, coverage maps, Contractor's Privacy and Acceptable Use policies, and other materials related to Equipment and accessories. Participating Entity will also provide to the legal guardian of each such K-12 Student, and advise the legal guardian to read, any additional materials and consumer information reasonably requested by Contractor from time to time to be so provided.

4.2.2 Notices Regarding Location-Based Services. Each Participating Entity hereunder will advise the legal guardian of each of its K-12 Students that (a) the Equipment used by such K-12 Student may be location-enabled, and (b) the legal guardian must read the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Applications offered by Contractor or third parties may allow Equipment used by K-12 Students to be tracked. In the event a Participating Entity or one of its K-12 Students downloads any such tracking application to Equipment used by a K-12 Student, that Participating Entity will provide clear and conspicuous notice

to the legal guardian of such K-12 Student. Participating Entities will also ensure that their K-12 Students are not able to download such tracking applications themselves.

5. E-Rate Funding. If a Participating Entity intends to seek E-Rate funding for the Service made the basis of the Agreement, such Participating Entity is solely responsible for determining the proportion of the Service that is eligible for E-Rate discounts. To the extent Participating Entity relies upon Contractor to invoice USAC for the discounted portion of the Service, Participating Entity is responsible for providing the correct cost allocation information to Contractor for purposes of properly invoicing the Service.

EXHIBIT B ADDITIONAL TERMS AND CONDITIONS

1. Scope: The Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer and District agencies is seeking enterprise wireless voice, texting, and data service plans, along with ancillary equipment, service features and functionalities with AT&T Corp. This shall include FirstNet priority and preemption cellular services for public safety users of the District of Columbia.

2. Contract Type: This is an Indefinite Delivery-Indefinite Quantity contract.

3. Term of the PA: The term of this PA shall be one (1) year from the date of execution by the Contracting Officer.

3.1 Option to Extend the Term of the PA

3.2 The District may extend the term of this PA for a period of four (4), **one-year** option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the PA; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the PA expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the PA.

3.3 If the District exercises this option, the extended PA shall be considered to include this option provision.

3.4 The price for the option period(s) shall be as specified in the Exhibit C to the PA.

3.5 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

4. Contract in Excess of One Million Dollars: It is estimated that the value of this PA will be \$100,000.00 minimally and \$9,000,000.00 maximumly.

4.1 Any extension to the term of this PA in accordance with section 1.1, shall have an estimated value of \$100,000.00 minimally and \$9,000,000.00 maximumly.

4.2 Any contract in excess of \$1,000,000.00 within a 12-month period shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District and signed by the Contracting Officer.

5. Indemnification: The District of Columbia shall not indemnify the Contractor and/or any affiliated party to this contract under this PA or the Master Agreement.

6. Invoice: The District of Columbia will make payments upon approval of billed charges from the Contractor at the prices stipulated in this PA and/or the Master Agreement for Equipment delivered and accepted or Services performed and accepted, less any discounts, allowances or adjustments provided for in the Agreement.

6.1 The District of Columbia will pay the invoice on or before the 30th day after receiving a proper invoice from the Contractor.

7. Invoice Submittal: The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov> for the non-recurring Orders.

7.1 The Contractor shall submit proper invoices as otherwise specified in 6 or as otherwise specified in the Master Agreement.

7.2 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable Task Order number which is listed on the Contractor's profile.

8. The Quick Payment Act

8.1 Interest Penalties to Contractors

8.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

8.1.1.1 The date on which payment is due under the terms of the PA;

8.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

8.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

8.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

8.1.1.5 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

8.1.1.6 3rd day after the required payment date for meat or a meat food product;

8.1.1.7 5th day after the required payment date for an agricultural commodity; or

8.1.1.8 15th day after any other required payment date.

8.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

8.2 Payments to Subcontractors

8.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the PA:

8.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the PA; or

8.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

8.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

8.2.2.1 3rd day after the required payment date for meat or a meat product;

8.2.2.2 5th day after the required payment date for an agricultural commodity; or

8.2.2.3 15th day after any other required payment date.

8.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal

amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

8.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

8.3 Subcontract Requirements: The Contractor shall include in each subcontract under this PA a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

9. Ordering Clause: All delivery orders or task orders are subject to the terms and conditions of this PA. In the event of a conflict between a delivery order or Task Order and this Agreement, then the Agreement shall control.

10. Governing Law Provision: Any claim, dispute, or action concerning any Order placed by the District against the Master Agreement shall be governed by, and construed in accordance with the laws of the District of Columbia.

EXHIBIT C PRICING

1. Indefinite Delivery-Indefinite Quantity (IDIQ) Contract

1.1 This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

1.1.1 Delivery or performance shall be made only as authorized by Purchase Orders issued in accordance with Exhibit B, §9. The Contractor shall furnish to the District, when and if ordered, the Equipment or Services specified herein this Agreement. The District will expend at least the minimum amount of \$100,000.00 and expend the maximum amount of \$9,000,000.00.

1.1.2 There is no limit on the number of Task Orders that may be issued. The District may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations.

1.1.3 Any Task Order issued during the effective period of the Agreement and not completed within that period shall be completed by the Contractor within the time specified in the Task Order. The Agreement shall govern the Contractor's and District's rights and obligations with respect to that Task Order to the same extent as if the Task Order were completed during the PA's effective period; provided that the Contractor shall not be required to make any deliveries under this PA after its expiration.

2. Price Schedule

2.1 Base Year

Contract Line Item No. (CLIN)	Service Description	Minimum Price	Maximum Price
0001	Wireless voice, texting, and data service plans, along with ancillary equipment, service features and functionalities, including FirstNet priority and preemption cellular services for public safety users of the District of Colombia Government	\$100,000.00	\$9,000,000.00

2.2 Option Year One

CLIN	Service Description	Minimum Price	Maximum Price
1001	Wireless voice, texting, and data service plans, along with ancillary equipment, service features and functionalities, including FirstNet priority and preemption cellular services for public safety users of the District of Colombia Government	\$100,000.00	\$9,000,000.00

2.3 Option Year Two

CLIN	Service Description	Minimum Price	Maximum Price
2001	Wireless voice, texting, and data service plans, along with ancillary equipment, service features and functionalities, including FirstNet priority and preemption cellular services for public safety users of the District of Colombia Government	\$100,000.00	\$9,000,000.00

2.4 Option Year Three

CLIN	Service Description	Minimum Price	Maximum Price
3001	Wireless voice, texting, and data service plans, along with ancillary equipment, service features and functionalities, including FirstNet priority and preemption cellular services for public safety users of the District of Colombia Government	\$100,000.00	\$9,000,000.00

2.5 Option Year Four

CLIN	Service Description	Minimum Price	Maximum Price
4001	Wireless voice, texting, and data service plans, along with ancillary equipment, service features and functionalities, including FirstNet priority and preemption cellular services for public safety users of the District of Colombia Government	\$100,000.00	\$9,000,000.00

3. Price List

Price List Group 0001: Smartphones		
Item No.	Item Description	Unit Price (per month)
0001A	300 Pooled Voice Minutes, Unlimited Text, Unlimited Data Smartphone Plan	\$39.99
0001B	Mobile Unlimited Smartphone Plan	\$49.99
0001C	Custom FirstNet Mobile Unlimited Standard for Smartphones Plan	\$39.99
0001D	Custom FirstNet Mobile Unlimited Enhanced for Smartphones Plan	\$44.99
0001E	Custom FirstNet Mobile-Pooled Plans for Smartphones - Add -a-Line (unsubsidized device)	\$15.49
0001F	Custom FirstNet Mobile-Pooled Plans for Smartphones - Add -a-Line (subsidized device)	\$35.49
0001G	Custom FirstNet Mobile-Pooled Plans for Smartphones - 2GB (unsubsidized device)	\$24.14
0001H	Custom FirstNet Mobile-Pooled Plans for Smartphones - 2GB (subsidized device)	\$44.14
0001I	Custom FirstNet Mobile-Pooled Plans for Smartphones - 5GB (unsubsidized device)	\$35.51
0001J	Custom FirstNet Mobile-Pooled Plans for Smartphones - 5GB (subsidized device)	\$55.51
0001K	Custom FirstNet Mobile-Pooled Plans for Smartphones - 50GB (unsubsidized device)	\$207.77
0001L	Custom FirstNet Mobile-Pooled Plans for Smartphones - 50GB (subsidized device)	\$224.77
0001M	Custom FirstNet Mobile-Pooled Plans for Smartphones - 100GB (unsubsidized device)	\$373.12
0001N	Custom FirstNet Mobile-Pooled Plans for Smartphones - 100GB (subsidized device)	\$393.12
0001O	Custom FirstNet Mobile-Pooled Plans for Smartphones - 500GB (unsubsidized device)	\$1,742.67
0001P	Custom FirstNet Mobile-Pooled Plans for Smartphones - 500GB (subsidized device)	\$1,762.67
0001Q	Custom FirstNet Mobile-Pooled Plans for Smartphones - 1000GB (unsubsidized device)	\$3,348.82
0001R	Custom FirstNet Mobile-Pooled Plans for Smartphones - 1000GB (subsidized device)	\$3,368.82

Price List Group 0002:Data-only Devices		
Item No.	Item Description	Unit Price (per month)
0002A	5 GB Pooled Data for Data-Only Devices	\$31.49
0002B	Mobile Unlimited Data (throttled at 22 GB)	\$33.99
0002C	Mobile Unlimited Data	\$37.99
0002D	FirstNet Machine to Machine (1 MB Pooled Data)	\$4.15
0002E	FirstNet Machine to Machine (5 MB Pooled Data)	\$5.80
0002F	FirstNet Machine to Machine (50 MB Pooled Data)	\$12.40
0002G	Custom FirstNet Mobile Unlimited for Data Only Devices	\$36.99
0002H	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - Add -a- Line (unsubsidized device)	\$10.02
0002I	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - Add -a- Line (subsidized device)	\$20.02
0002J	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - 2GB (unsubsidized device)	\$15.99
0002K	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - 2GB (subsidized device)	\$25.99
0002L	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - 5GB (unsubsidized device)	\$22.99
0002M	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - 5GB (subsidized device)	\$32.99
0002N	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - 50GB (unsubsidized device)	\$199.30
0002O	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - 50GB (subsidized device)	\$209.30
0002P	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - 100GB (unsubsidized device)	\$367.65
0002Q	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - 100GB (subsidized device)	\$377.65
0002R	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - 500GB (unsubsidized device)	\$1,737.20
0002S	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - 500GB (subsidized device)	\$1,747.20
0002T	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - 1000GB (unsubsidized device)	\$3,343.35
0002U	Custom FirstNet Mobile-Pooled Plans for Data-Only Devices - 1000GB (subsidized device)	\$3,353.35

Price List Group 0003:Voice-only Devices		
Item No.	Item Description	Unit Price (per month)
0003A	Mobile Unlimited Plan for Feature Phones	\$45.00
0003B	300 Pooled Voice Minutes for Feature Phones	\$19.49
0003C	Mobile Pooled Plan for Feature Phones - Add-a-line	\$11.99
0003D	Custom FirstNet Mobile-Pooled Plans for Feature Phones - Add -a- Line (unsubsidized device)	\$12.99
0003E	Custom FirstNet Mobile-Pooled Plans for Feature Phones- Add -a- Line (subsidized device)	\$24.99
0003F	Custom FirstNet Enhanced PTT Only Plans (unsubsidized device)	\$14.00
0003G	Custom FirstNet Enhanced PTT Only Plans (subsidized device)	\$22.00
Price List Group 0004: Features		
Item No.	Item Description	Unit Price (per month)
0004A	5 GB Pooled Hotspot (Smartphone and Data-only devices)	\$5.00
0004B	Unlimited Hotspot (Smartphone and Data-only devices)	\$28.25
0004C	Unlimited Enhanced Push-to-Talk (Add-on Feature)	\$3.00
0004D	Unlimited Enhanced Push-to-Talk (Stand Alone Plan)	\$18.99
0004E	Unlimited Business Messaging + Text	\$2.50
0004F	Custom FirstNet Unlimited Enhanced Push-to-Talk Bolt On Plan	\$2.00
0004G	FirstNet AT&T Dynamic Traffic Management	\$7.50
0004H	International Day Pass	\$10.00
0004I	AT&T Passport 1GB Plan	\$60.00
0004J	AT&T Passport 3GB	\$120.00
Price List Group 0005: Subscriber Paid Plans		
Item No.	Item Description	Unit Price (per month)
0005A	Custom FirstNet Mobile Subscriber Paid Plans – Responder Plans - Smartphone 2GB	\$25.99
0005B	Custom FirstNet Mobile Subscriber Paid Plans – Responder Plans - Smartphone 5GB	\$41.00
0005C	Custom FirstNet Mobile Subscriber Paid Plans – Responder Plans - Feature Phone 100MB	\$12.99
0005D	Custom FirstNet Mobile Subscriber Paid Plans – Responder Plans - Tablet 2GB	\$21.50

Item No.	Item Description	Unit Price (per month)
0005E	Custom FirstNet Mobile Subscriber Paid Plans – Responder Plans - Tablet 5GB	\$34.00
0005F	Custom FirstNet Mobile Subscriber Paid Plans – Responder Unlimited Plans - Unlimited with Tethering Smartphone Plan	\$49.99
0005G	Custom FirstNet Mobile Subscriber Paid Plans – Responder Unlimited Plans - Unlimited Smartphone Plan (without tethering)	\$39.99
0005H	Custom FirstNet Mobile Subscriber Paid Plans – Responder Unlimited Plans - Unlimited with Tethering Tablet Plan	\$36.99