



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF RENEWAL

TO: AT&T CORP	ORIGINAL DATE ISSUED:	<u>08/26/2016</u>
3033 CHAIN BRIDGE ROAD	CONTRACT NO:	<u>16-214-R</u>
OAKTON, VIRGINIA 22124	CONTRACT TITLE:	<u>WIRELESS DIGITAL VOICE & DATA SERVICES</u>

THIS IS A NOTICE OF RENEWAL AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 16-214-R including any attachments or amendments thereto.

EFFECTIVE DATE: 7/30/2022

EXPIRES: 6/30/2023

RENEWALS: 3 RENEWALS REMAINING

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: ASIF IQBAL

VENDOR TEL. NO.: (703) 474-6025

EMAIL ADDRESS: AI001F@ATT.COM

COUNTY CONTACT: ISHAI TRANI (DTS)

COUNTY TEL. NO.: (703) 228-3408

COUNTY CONTACT EMAIL: ITRANI@ARLINGTONVA.US

CONTRACT AUTHORIZATION

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AT&T CORP

PRINT: Lucas Alexander

PRINT: Mark Flister

SIGNATURE: *Lucas Alexander*

SIGNATURE: *Mark Flister*

TITLE: Procurement Officer

TITLE: Sr. Contract Manager

DATE: 06/03/2022

DATE: 06/02/2022

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 16-214-R
AMENDMENT NUMBER 2**

This Amendment Number 2 is made on the date of execution by the County and amends Agreement Number 16-214-R ("Main Agreement") dated 8/26/2016 between AT&T Corp. ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

- 1. PURSUANT TO THE MAIN AGREEMENT, THE COUNTY IS AMENDING ARLINGTON COUNTY AGREEMENT 16-214-R WHICH RIDES FAIRFAX COUNTY PUBLIC SCHOOLS CONTRACT #4400006674, DATED JULY 1, 2016 (THE "FCPS CONTRACT"). FOR TELECOMMUNICATIONS SERVICES: WIRELESS DIGITAL & DATA SERVICES, ASSOCIATED SERVICES & EQUIPMENT.**
- 2. CONTRACTOR AND THE COUNTY ACKNOWLEDGE AND AGREE THAT, AS OF THE DATE OF EXECUTION OF THIS AMENDMENT, THE FCPS CONTRACT HAS BEEN AMENDED THIRTEEN (13) TIMES. THOSE THIRTEEN FCPS CONTRACT AMENDMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN AS PART OF THE MAIN AGREEMENT.**

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED

SIGNATURE: Lucas Alexander

NAME: Lucas Alexander

TITLE: Procurement Officer

DATE: 06/03/2022

AT&T CORP

AUTHORIZED

SIGNATURE: Mark Flister

NAME: Mark Flister

TITLE: Sr. Contract Manager

DATE: 06/02/2022



Department of Financial Services

FAIRFAX COUNTY
PUBLIC SCHOOLS

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

AUG 04 2016

AMENDMENT NO. 1

CONTRACT TITLE: Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment

<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

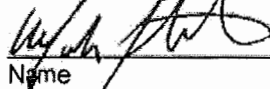
By mutual agreement, Contract 4400006674 is amended to incorporate the following:

PLAN	MONTHLY RECURRING CREDIT
AT&T Message Archiving an MSC of \$5.00	\$4.00

All other prices terms and conditions remain unchanged.

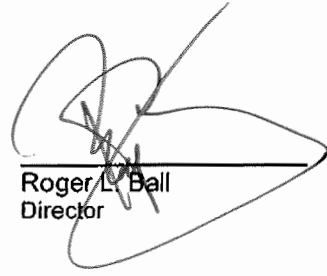
ACCEPTANCE:

AT&T Mobility National Accounts, LLC


Name

SR. CONTRACT MANAGER
Title

8/4/2016
Date


Roger L. Ball
Director

RLB/lts

DISTRIBUTION:

Contractor
FCPS - DIT - Jean Welsh
FCG - DIT - Ronald Cheatham



Department of Financial Services

FAIRFAX COUNTY
PUBLIC SCHOOLS

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

APR 03 2017

AMENDMENT NO. 2

CONTRACT TITLE: Telecommunications: Wireless Digital & Data Services Associated Services and Equipment


<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility National Accounts, LLC dba AT&T Mobility 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

By mutual agreement, Contract 4400006674 is amended to incorporate the following:

1. AT&T Wireless Digital Voice and Data Services Recurring Credits pricing and terms of use as outlined in Attachment (A).
2. All other prices, terms and conditions remain unchanged.

Please provide a current Certificate of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS paragraph 23 of this contract within ten (10) days after receipt of this executed amendment.


ACCEPTANCE:

BY: 
Signature

MARK FLISTER
Printed Name

SR. SOLUTIONS ARCHITECT
Title

3/29/2017
Date


Roger L. Ball
Director

RLB/tme

DISTRIBUTION:

Contractor
FCPS – Information Technology – Gloria Bownas
FCPS – Information Technology – Jean Welsh

Ball
4/3/17

Wireless Digital Voice & Data Services**Recurring Credits:**

Provided Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Customer and its eligible CRUs the monthly recurring credits described herein (the "Recurring Credits"). The Recurring Credits are provided each month and are only available to the Customer's CRUs who (a) activate or migrate Service on the corresponding Plan or feature; and (b) remain on Service under such Plan or feature at the time the Recurring Credits are applied. Recurring Credits are applied before any applicable Service Discount. The Recurring Credits are available for the term of the Agreement. To receive Recurring Credits, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. To the extent of any material conflict between the terms and conditions of this Amendment 2 and the applicable Sales Information, this Amendment 2 will control. Notwithstanding the foregoing, Recurring Credits will be provided only if Customer's account is active and in good standing with respect to the applicable CRU.

Recurring Credits

PLAN	MONTHLY RECURRING CREDIT
AT&T Message Archiving with an MRC of \$5.00	\$1.00
ePTT Standalone with Dynamic Traffic Management with an MRC of \$45.00	\$3.81
Business Pooled DataConnect 5GB Plan with an MRC of \$50.00 (When combined with AT&T Dynamic Traffic Management with an MRC of \$15.00)	\$10.01
Business Pooled Data Add On 5GB Plan with an MRC of \$50.00 (When combined with a Voice Service plan with an MSC of \$19.99 and AT&T Dynamic Traffic Management with an MRC of \$15.00)	\$17.00
AT&T Dynamic Traffic Management with an MRC of \$15.00 (When combined with Business Pooled DataConnect 5GB Plan with an MRC of \$50.00)	\$5.00
AT&T Dynamic Traffic Management with an MRC of \$15.00 (When combined with a Voice Service Plan with an MSC of \$19.99 and Business Pooled Data Add On 5GB Plan with an MRC of \$50.00)	\$5.00
Business Pooled Nation Add A Line Plan with an MSC of \$19.99 (When combined with the Business Pooled Data Add On Plan with an MSC of \$50.00 and the ADTM Plan with an MSC of \$15.00)	\$5.50
Business Pooled Nation 300 Plan with an MSC of \$34.99 (When combined with the Business Pooled Data Add On Plan with an MSC of \$50.00 and the ADTM Plan with an MSC of \$15.00)	\$11.00
Business Pooled Nation 450 Plan with an MSC of \$44.99 (When combined with the Business Pooled Data Add On Plan with an MSC of \$50.00 and the ADTM Plan with an MSC of \$15.00)	\$9.25
Business Pooled Nation 900 Plan with an MSC of \$64.99 (When combined with the Business Pooled Data Add On Plan with an MSC of \$50.00 and the ADTM Plan with an MSC of \$15.00)	\$4.25
Business Pooled Nation Unlimited Plan with an MSC of \$69.99 (When combined with the Business Pooled Data Add On Plan with an MSC of \$50.00 and the ADTM Plan with an MSC of \$15.00)	\$18.41



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

AMENDMENT NO. 3

NOV 02 2017

CONTRACT TITLE: Telecommunications: Wireless Digital & Data Services Associated Services and Equipment

<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility National Accounts, LLC dba AT&T Mobility 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

By mutual agreement, Contract 4400006674 is amended to add AT&T custom pricing for FirstNet plans as listed in Attachment 1.

Please provide a current Certificate of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS paragraph 23 of this contract within ten (10) days after receipt of this executed amendment.

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY: 
Signature

SR. CONTRACT MANAGER
Title

MARK FLISTER
Printed Name

10/31/2017
Date


Michelle R. Pratt
Acting Director

MRP/sm

DISTRIBUTION:

Contractor
FCPS – Information Technology – Gloria Bownas
FCPS – Information Technology – Jean Welsh
Contract Administrator – Samira Mkaimel

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11-2-17

Contract 4400006674
Amendment 3
Page 2 of 2

ATTACHMENT 1

Section 1. Recitals.

1.1 AT&T Mobility National Accounts LLC ("AT&T" or "Vendor") and Fairfax County Public Schools ("FCPS" or "Customer") entered into that certain Wireless Digital & Data Services, Associated Services/Equipment Contract Number 4400006674, dated July 1, 2016, as amended (the "FCA" or "Contract").

1.2 AT&T and FCPS intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment No. 3.

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, AT&T and FCPS hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 3 (the Contract and this Amendment 3 are, at times, referred to together as the "Agreement"). Unless otherwise defined, capitalized terms in this Amendment No. 3 have the meanings ascribed to them in the Contract.

Section 3. Custom FirstNet Mobile Unlimited Plans. Provided Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Customer and its eligible CRUs the custom FirstNet Mobile Unlimited Plans described herein (the "Custom FirstNet Mobile Unlimited Plans"). The Custom FirstNet Mobile Unlimited 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 Unlimited Plan. The Custom FirstNet Mobile Unlimited Plans are not available to IRUs. In accordance with the Agreement, the Custom FirstNet Mobile Unlimited Plans are subject to the standard FirstNet Mobile Unlimited Plans' corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Unlimited Plans will be provided only if Customer's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Unlimited 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.

**TABLE 3.1
CUSTOM FIRSTNET MOBILE UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-Only Devices
Monthly Service Charge*	\$49.99	\$39.99	\$36.99

*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 Table 3 will be achieved via application of a modifier also reflected on the invoice.

**TABLE 3.2
CUSTOM FIRSTNET MOBILE POOLED PLANS**

	Pooled Data for Feature Phones, Purchase with 2-year Service Commitment	2GB Pooled Data for Data Only Devices, Purchase with 2-Year Service Commitment	5GB Pooled Data for Data Only Devices, Purchase with 2-Year Service Commitment
Monthly Service Charge*	\$24.99	\$25.99	\$32.99

*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 Table 3 will be achieved via application of a modifier also reflected on the invoice.

Section 4. Restatement of Contract. Except as set forth in this Amendment 3, the terms and conditions of the Contract are hereby restated and ratified by AT&T and FCPS and will continue to remain in full force and effect. This Amendment 3 is effective when signed by both AT&T and Customer (the "Amendment 3 Effective Date").



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

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AMENDMENT NO. 4

CONTRACT TITLE: Telecommunications: Wireless Digital & Data Services Associated Services and Equipment



<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility National Accounts, LLC dba AT&T Mobility 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

By mutual agreement, Contract 4400006674 is amended to add the following:

Item Description	SKU Number	Price
Annual Maintenance – Visualizer and Session Upgrade @ 20%	PERP-AM-001	\$15,171.20
Annual Maintenance – Kony Studio, Kony MobileFabric @ 20%	PERP-AM-001	\$31,680.00
Total		\$46,851.20

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY:  Signature	<u>Sr. Contract Manager</u> Title
<u>Mark Flister</u> Printed Name	<u>12/11/2017</u> Date
	 Rodger L. Ball Director

RLB/sm

DISTRIBUTION:

Contractor
FCPS – Information Technology – Gloria Bownas
FCPS – Information Technology – Jean Welsh
Contract Administrator – Samira Mkaimel

NO
12-13-17

Contract 4400006674
Amendment 4
Page 2 of 2

PRICING SCHEDULE

Item Description	SKU Number	Price
Annual Maintenance – Visualizer and Session Upgrade @ 20%	PERP-AM-001	\$15,171.20
Annual Maintenance – Kony Studio, Kony MobileFabric @ 20%	PERP-AM-001	\$31,680.00
Total		\$46,851.20



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

AMENDMENT NO. 5

MAY 24 2018

CONTRACT TITLE: Telecommunications: Wireless Digital & Data Services Associated Services and Equipment

<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility National Accounts, LLC dba AT&T Mobility 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

By mutual agreement, Contract 4400006674 is amended to add the AT&T custom pricing (Reference AT&T Amendment 5 attached).

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY: <u><i>Linda J Cottingham</i></u>	<u>Sr. Contract Manager</u>
Signature	Title

<u>Linda J Cottingham</u>	<u>05/23/18</u>
Printed Name	Date

Michelle Pratt
Michelle R. Pratt
Director

MRP/sm

DISTRIBUTION:

Contractor
FCG - DIT - Athena Baker
FCG - DPMM - Jamie Pun
FCPS - Information Technology - Jean Welsh, Melissa York
Contract Administrator - Samira Mkaimel

Contract 4400006674
 Amendment 5
 Page 2 of 3

AMENDMENT NO. 5

Wireless Digital Voice & Data Services Contract Number 4400006674

Section 1. Recitals.

1.1 AT&T and FCPS entered into that certain Wireless Digital & Data Services, Associated Services/Equipment Contract Number 4400006674, dated July 1, 2016, as amended (the "FCA" or "Contract").

1.2 AT&T and FCPS intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment No. 5.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and FCPS hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 5 (the Contract and this Amendment 5 are, at times, referred to together as the "Agreement"). Unless otherwise defined, capitalized terms in this Amendment No. 5 have the meanings ascribed to them in the Contract.

Section 3. Custom Plans.

3.1 Custom FirstNet Mobile Plans – Agency Paid. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described in §3.1 (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 §3.1 and the applicable Sales Information, this §3.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant'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 (at times, "MSC") 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 3.1.1
 CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$12.45 Monthly Service Charge
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$20.45 Monthly Service Charge

Contract 4400006674
Amendment 5
Page 3 of 3

TABLE 3.1.2
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 Monthly Service Charge
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TABLE 3.1.3
CUSTOM FIRSTNET MACHINE-TO-MACHINE POOLED PLANS

	2MB	5MB	10MB
Monthly Service Charge	\$4.00	\$5.00	\$6.00

TABLE 3.1.4
**CUSTOM AT&T DYNAMIC TRAFFIC SAFETY MANAGEMENT – PUBLIC SAFETY
FOR EXTENDED PRIMARY USERS**

AT&T Dynamic Traffic Management – Public Safety, per Agency Paid User	\$7.50 MSC (after \$7.50 credit applied)
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3.2 Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Participant and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §3.2 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §3.1 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 Participant, 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 3.2.1
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	\$28.50	\$41.00	\$12.99	\$15.99	\$22.99

TABLE 3.2.2
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	\$49.99	\$36.99

Section 4. Restatement of Contract. Except as set forth in this Amendment 5, the terms and conditions of the Contract are hereby restated and ratified by AT&T and FCPS and will continue to remain in full force and effect.



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

AMENDMENT NO. 6

FEB 26 2019


CONTRACT TITLE: Telecommunications: Wireless Digital & Data Services Associated Services and Equipment

<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility National Accounts, LLC dba AT&T Mobility 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

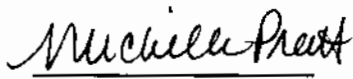
By mutual agreement, Contract 4400006674 is amended to add the Uniden UV350 product and services for installation in busses per the attached Exhibit A.

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY:  Sr. Contract Manager
Signature Title

Mark Flister 02/25/2019
Printed Name Date


Michelle R. Pratt
Director

MRP/sm

DISTRIBUTION:

- Contractor
- FCG - DIT - Athena Baker
- FCG - DPMM - Jamie Pun
- FCG - Radio Services - George Coulter, Adam Eldert
- FCPS - Information Technology - Jean Welsh, Melissa York
- FCPS - Facilities & Transportations Svcs. - Jim Jenkins
- Contract Administrator - Samira Mkaimel

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2-26-19

Contract 4400006674
Amendment 6
Page 2 of 3

EXHIBIT A

1. Procurement of Uniden UV350

- a) Uniden UV350 bundled kit which includes the device, an external microphone, an external speaker, an external In-Cab RF/GPS antenna, a swivel mounting bracket, a slide-on sun visor, cabling for installation, and an auxiliary audio cable.
- b) An External Outdoor RF/GPS Antenna
- c) A wired Palm Mic for PTT

2. Services for in busses installation

AT&T will provide technicians to install the customer selected product (Uniden UV350) into their school busses. These technicians have passed all required background checks and are experienced with installation of this product type and utilize approved OEM methods for aftermarket product wiring into the vehicles.

- a) During the deployment, AT&T will provide all product proofing and testing requirements to be performed at the time of installation. AT&T will use its reporting forms to record all installations during the deployment. The information recorded during the deployment will be shared with the customer and include the following information and will be available for retrieval later:
 - b) Date and Time of Installation/Service Visit
 - c) Service Technician Name:
 - d) Asset ID#:
 - e) VIN #:
 - f) Odometer Reading:
 - g) Device SN:
 - h) Photo of installed device powered on:

Hours:

AT&T Business Hours are 8:00AM-4:30PM EST Monday thru Friday and customer phone support is available during those times at 717-517-9321. The Installation Form can be submitted at any time 24/7.

3. Customer Responsibilities

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities should be fulfilled effectively. Customer will:

- a) Assign a Single Point of Contact ("SPOC") as the primary interface for the AT&T Project Manager to work with during the Project.
- b) Review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Experts ("SME")

Contract 4400006674

Amendment 6

Page 3 of 3

resources from applicable information technology departments or business units to assist in completing the Deliverables in a timely manner.

- c) Keep AT&T informed of any information or changes, which may affect AT&T's performance of Services or require a change request in the scope.
- d) Provide AT&T with reasonable access to Customer Site during NBH, as needed.
- e) Provide local Site Contact name, telephone number, address, and email for both a primary and backup Local Site Contact to facilitate local scheduling issues, Purchased Equipment delivery confirmation, and other Site-specific details. This information is to be provided to the AT&T Project Manager for each Site.
- f) Perform all Customer Site preparation activities including, but not limited to, power, core drilling, ventilation, proper environmental as per the manufacturer's specifications, and the installation of Purchased Equipment racks.
- g) Provide authorized personnel on-site during any Purchased Equipment Installation and test and turn-up.
- h) Provide AT&T with login and password information to all equipment related to the Services provided hereunder, including both basic access and modification access
- i) Resume responsibility for the network infrastructure upon completion of the Services provided herein.

4. Pricing

Part #	Description	Unit	Unit Price
UV350 AT&T	UV350 Device Bundle	1	\$847.00
UV350 Stand	UV350 Desk Set Device	1	\$1295.00
C68-UV350	Wired RSM (Palm Mic) for UV350	1	\$82.95
HTT-00350-00146	Rounded Roof Antenna RF/GPS for UV350	1	\$78.00
Installation (UV350 AT&T)	Installation (UV350 Device Bundle) (Requires a minimum of ten vehicles available per installation appointment)	1	\$198.50

NOTE: No Show Fee per vehicle: \$100.00



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

AMENDMENT NO. 7

JUL 18 2019

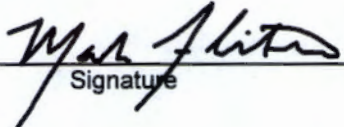
CONTRACT TITLE: Telecommunications: Wireless Digital & Data Services Associated Services and Equipment

<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility National Accounts, LLC dba AT&T Mobility 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

By mutual agreement, Contract 4400006674 is amended to add Vocality products per the attached pricing schedule.

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY:  Sr. Contract Manager
Signature Title

Mark Flister 07/12/19
Printed Name Date


Michelle R. Pratt
Director

MRP/sm

DISTRIBUTION:

- Contractor
- FCG - DIT - Athena Baker
- FCG - DPMM - Jamie Pun
- FCPS - IT - Jean Welsh, Melissa York
- Contract Administrator - Samira Mkaimel

JO
7-22-19

Contract 4400006674
Amendment 7
Page 2 of 2

PRICING SCHEDULE

Description	Part #	Unit Price
Vocality RoIP LIE Gateway with 1 port	68664/LTENA/RP/1	\$1,495.00
Vocality Connect	68665/RP/1	\$950.00
Vocality Interoperability Cable	68238-A	\$250.00
Vocality RoIP Power Supply	RoIP/PSU	\$105.00
Vocality RoIP Rack Mount	VOC-Rack	\$275.00
Vocality RoIP Port Addition	SWF/1A	\$730.00
Vocality RoIP LIE Secure Channels License	SWF/15	\$275.00
Vocality RoIP LTE Multi-Bearer License (Optional)	VOC-MB-05(o)	\$275.00



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NOV 19 2019

AMENDMENT NO. 8


CONTRACT TITLE: Telecommunications: Wireless Digital & Data Services Associated Services and Equipment

<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility National Accounts, LLC DbA AT&T Mobility 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

By mutual agreement, Contract 4400006674 is amended to add Airgain products per the attached pricing schedule.

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY: <u></u>	<u>Sr. Contract Manager</u>
Signature	Title
<u>Mark Flister</u>	<u>11/13/19</u>
Printed Name	Date


Michelle R. Pratt
Director

MRP/trf

DISTRIBUTION:
Contractor
FCPS – IT – Jean Welsh, Melissa York

VO
11-20-19

Contract 4400006674

Amendment 8

Page 2 of 2

PRICING SCHEDULE

Part #	Description	Unit	Unit Price
AP-C4W4G-Q-SMA-RP5678-WH-30	Antenna Plus Centurion Antenna Threaded Bolt, White, 30' Cables, 4 LTE (SMA M), 4 WiFi (RP SMA M), 1 GNSS	EA	\$399.00
AP-C4W4G-Q-SMA-RP5678-WH-15	Antenna Plus Centurion Antenna Threaded Bolt, White, 15' Cables, 4 LTE (SMA M), 4 WiFi (RP SMA M), 1 GNSS	EA	\$399.00
AP-GL-CCWG-SMA-RP3-BL-15	Antenna Plus Ultramax Glass Antenna – Windshield Mount Antenna, Black, 15' Cables, 2 LTE (SMA M), 1 WiFi (RP SMA M), 1 GNSS (SMA M)	EA	\$109.00
AP-M2M2-CCWWG-Q-S22222-RP34-BL-15	MIMO Cell/LTE x 2, Wi-Fi x 2 & GNSS, Threaded bolt mount, SMA on Cell/LTE & GNSS, RP-SMA on Wi-Fi, Black, 15ft coax	EA	\$125.00
AP-M2M2-CCWWG-Q-S22222-RP34-BL-15	MIMO Cell/LTE x 2, Wi-Fi x 2 & GNSS, Adhesive mount, SMA on Cell/LTE & GNSS, RP-SMA on Wi-Fi, Black, 15ft coax	EA	\$125.00
AP-M2M2-CCWWG-Q-S22222-RP34-BL-15	MIMO Cell/LTE x 2, Wi-Fi x 2 & GNSS, Magnetic mount, SMA on Cell/LTE & GNSS, RP-SMA on Wi-Fi, Black, 15ft coax	EA	\$125



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

December 17, 2020

AMENDMENT NO. 9

CONTRACT TITLE: Telecommunications: Wireless Digital & Data Services Associated Services and Equipment



<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility II LLC dba AT&T Mobility National Accounts LLC 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

By mutual agreement, Contract 4400006674 (the "Contract") is amended to add the following AT&T products:

- AT&T Control Center, per the attached Exhibit A

All other prices, terms and conditions of the Contract remain unchanged.

ACCEPTANCE:

BY: 	Sr. Contract Manager
Signature	Title
Mark Flister	10/22/2020
Printed Name	Date
	
	Michelle R. Pratt
	Director

MRP/rt

DISTRIBUTION:

Contractor
FCG - DIT - Athena Baker
FCG – DPMM – Jamie Pun
FCPS – Information Technology – Jean Welsh, Melissa York



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

EXHIBIT A.

AT&T CONTROL CENTER CUSTOM POOLED PRICING AND SALES INFORMATION PRODUCT BRIEF

AT&T CONTROL CENTER NON-FIRSTNET POOLED SERVICE PLANS				
Service	Monthly Recurring Charge	Plan Overage Rate	SMS Messages Included	Overage Charge per SMS
Non FirstNet 0KB Plan	\$2.50	\$1/MB	200	\$0.02
Non FirstNet 500KB Plan	\$3.00	\$1/MB	200	\$0.02
Non FirstNet 1MB Plan	\$3.50	\$1/MB	200	\$0.02
Non FirstNet 2MB Plan	\$4.00	\$1/MB	200	\$0.02
Non FirstNet 3MB Plan	\$4.50	\$1/MB	200	\$0.02
Non FirstNet 25MB Plan	\$7.50	\$1/MB	200	\$0.02
Non FirstNet 50MB Plan	\$9.00	\$0.15/MB	200	\$0.02
Non FirstNet 150MB Plan	\$11.00	\$0.15/MB	200	\$0.02
Non FirstNet 250MB Plan	\$12.00	\$0.015/MB	200	\$0.02
Non FirstNet 500MB Plan	\$13.00	\$0.015/MB	200	\$0.02
Non FirstNet 5GB Plan	\$32.99	\$0.015/MB	200	\$0.02
Non FirstNet 10GB Plan	\$60.00	\$0.015/MB	200	\$0.02
Non FirstNet 20GB Plan	\$112.50	\$0.015/MB	200	\$0.02
Non FirstNet 50GB Plan	\$275.00	\$0.015/MB	200	\$0.02
SIM Fee, Activation Fee, and Setup Fees are waived				

AT&T CONTROL CENTER FIRSTNET PRIMARY POOLED SERVICE PLANS				
Service	Monthly Recurring Charge	Plan Overage Rate	SMS Messages Included	Overage Charge per SMS
FirstNet Primary 0KB Plan	\$2.50	\$1/MB	200	\$0.02
FirstNet Primary 500KB Plan	\$3.00	\$1/MB	200	\$0.02
FirstNet Primary 1MB Plan	\$3.50	\$1/MB	200	\$0.02
FirstNet Primary 2MB Plan	\$4.00	\$1/MB	200	\$0.02
FirstNet Primary 3MB Plan	\$4.50	\$1/MB	200	\$0.02
FirstNet Primary 25MB Plan	\$7.50	\$1/MB	200	\$0.02
FirstNet Primary 50MB Plan	\$9.00	\$0.15/MB	200	\$0.02
FirstNet Primary 150MB Plan	\$11.00	\$0.15/MB	200	\$0.02
FirstNet Primary 250MB Plan	\$12.00	\$0.015/MB	200	\$0.02
FirstNet Primary 500MB Plan	\$13.00	\$0.015/MB	200	\$0.02
FirstNet Primary 5GB Plan	\$32.99	\$0.015/MB	200	\$0.02
FirstNet Primary 10GB Plan	\$60.00	\$0.015/MB	200	\$0.02
FirstNet Primary 20GB Plan	\$112.50	\$0.015/MB	200	\$0.02
FirstNet Primary 50GB Plan	\$275.00	\$0.015/MB	200	\$0.02
SIM Fee, Activation Fee, and Setup Fees are waived				



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

AT&T CONTROL CENTER FIRSTNET EXTENDED PRIMARY POOLED SERVICE PLANS				
Service	Monthly Recurring Charge	Plan Overage Rate	SMS Messages Included	Overage Charge per SMS
FirstNet Extended Primary 0KB Plan	\$2.50	\$1/MB	200	\$0.02
FirstNet Extended Primary 500KB Plan	\$3.00	\$1/MB	200	\$0.02
FirstNet Extended Primary 1MB Plan	\$3.50	\$1/MB	200	\$0.02
FirstNet Extended Primary 2MB Plan	\$4.00	\$1/MB	200	\$0.02
FirstNet Extended Primary 3MB Plan	\$4.50	\$1/MB	200	\$0.02
FirstNet Extended Primary 25MB Plan	\$7.50	\$1/MB	200	\$0.02
FirstNet Extended Primary 50MB Plan	\$9.00	\$0.15/MB	200	\$0.02
FirstNet Extended Primary 150MB Plan	\$11.00	\$0.15/MB	200	\$0.02
FirstNet Extended Primary 250MB Plan	\$12.00	\$0.015/MB	200	\$0.02
FirstNet Extended Primary 500MB Plan	\$13.00	\$0.015/MB	200	\$0.02
FirstNet Extended Primary 5GB Plan	\$32.99	\$0.015/MB	200	\$0.02
FirstNet Extended Primary 10GB Plan	\$60.00	\$0.015/MB	200	\$0.02
FirstNet Extended Primary 20GB Plan	\$112.50	\$0.015/MB	200	\$0.02
FirstNet Extended Primary 50GB Plan	\$275.00	\$0.015/MB	200	\$0.02
SIM Fee, Activation Fee, and Setup Fees are waived				

Take control of your connected devices, and manage your M2M worldwide



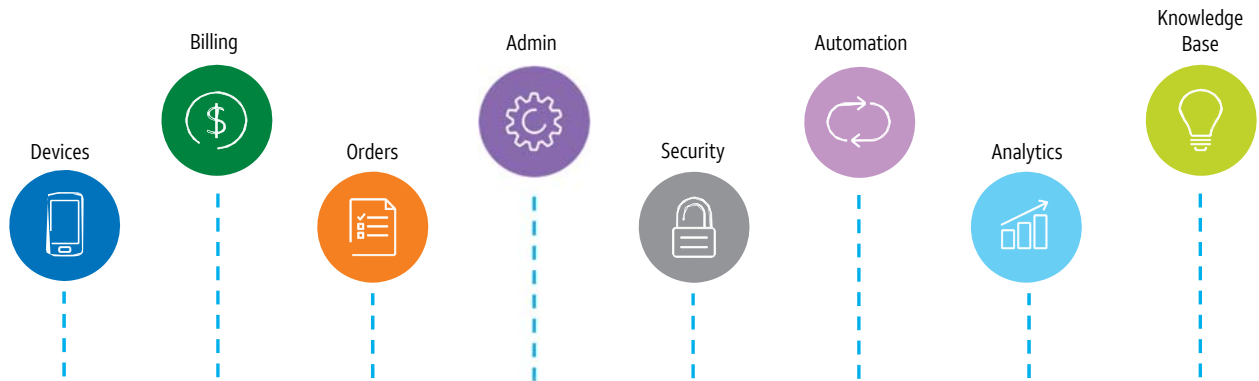
Deploy, manage, and monetize your connected devices and Machine to Machine (M2M) solutions across the world and in near real-time with AT&T Control Center, powered by Cisco Jasper.

Whether you are deploying your first M2M solution or you are expanding into additional opportunities, the hosted AT&T Control Center platform makes it easy to launch and manage your M2M solutions worldwide. AT&T Control Center is an automated connectivity management

platform that delivers the visibility and agility you need, regardless of your business size or the complexity of your solutions. Accelerate your M2M success with AT&T Control Center, now available with advanced, a-la carte, and premium services to meet your M2M needs.

Features and benefits:

- **Multi-layered security:** Protective, multi-layered IoT security to identify issues and safeguard your data, devices, and IT systems.
- **Service reliability:** Diagnostics, analytics, and alerts allow you to respond to unusual behavior, monitor and optimize performance, and more.
- **Usage monitoring:** Get alerts and notifications to help you stay on top of costs. Cost monitoring in near real-time within the billing cycle can help eliminate unexpected spend.
- **Powered by Cisco Jasper**



The AT&T Control Center automated connectivity management platform puts YOU in control of your M2M solutions.

Enjoy near real-time control over your M2M devices worldwide

Managing the connectivity of your devices gives you the power to monitor and influence performance, revenue growth, total cost of ownership, and customer experiences to transform your business. When connectivity management is automated, the benefits multiply exponentially, enabling business results to do the same. AT&T Control Center helps deploy, manage, and monetize your M2M business, offering you near real-time visibility, diagnostics, set-and-forget automation, provisioning, cost management, and more.

- Enterprise-grade service reliability with low operational costs.
- Streamline your operations and eliminate unplanned expense.
- Rapidly scale.
- Better secure customer data, connected devices, and IT systems.
- YOU are in control.

 <p>AUTOMATION Set-and-forget automation of entire M2M service lifecycle</p>	 <p>DIAGNOSTICS Real-time network intelligence and diagnostics to restore performance</p>	 <p>GLOBAL Supports your business and internal teams, virtually anywhere in the world</p>
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AT&T Control Center



AT&T Control Center is configurable for a broad range of industries.

Choose your services

Your M2M services are unique, and so are your business objectives. AT&T Control Center is designed to meet your needs based on your industry, size, complexity, and stage of M2M adoption, giving you the flexibility and tools necessary to drive real business results.

AT&T Control Center makes it easy to manage connectivity for your M2M devices so you can run reliable, highly secure connected services at the lowest cost.

AT&T Control Center – Advanced combines the benefits of Control Center with additional

functionality to accelerate meaningful business transformation and growth. If your company is ready to take your M2M business to the next level, with large-scale or more sophisticated implementations, AT&T Control Center – Advanced offers additional security features, analytics and automation rules to increase ROI, and more.

Premium services are designed to work with AT&T Control Center to provide M2M innovators with enhanced capabilities like traffic segmentation and advanced security solutions. Manage analytics and security “in-portal” and in near real time with premium services.

AT&T Control Center



- Two-Factor Authentication
- User Audit Trail

AT&T Control Center – Advanced

- IMEI Whitelisting
- Secure SIM
- IP Authentication

A-La-Carte Services

- SMS Whitelisting
- Voice Whitelisting
- Split Tunnel APN

Premium Services



- Service Analytics
- Usage Analytics

- Stream ID

- Traffic Segmentation



- Standard Automation
- Customer Access Automation
- REST APIs
- Cisco Spark Integration

- Advanced Automation Rules
- Pricing Automation
- Session Start/Stop

- Customer Hosted Radius

*A-la-Carte items are engineered services that are performed on a Bid & Ask basis.
AT&T Control Center – Advanced is a SaaS bundle; features not available separately.*



AT&T network

The AT&T network supports integrated systems with a single, highly secure network with nationwide service and redundancies. Take advantage of our progressive and ever-improving network to drive innovation for your business.

Learn more about what AT&T Control Center can do for your business.

Contact:

Email:

Phone:

visit: att.com/iot

AT&T Control Center



AT&T Control Center – Mandatory Charges

Description of Charges	One-Time Charge
Account set up, custom set up, and one (1) hour of online training. One Time per account creation	\$475.00
SIM fee (per SIM)	\$1.90
Activation fee (per device)	\$1.90
SMS per message for (MO) Mobile Originating and (MT) Mobile Terminating in U.S states and Territories	\$0.14
SMS per message for Roaming Internationally for (MO) Mobile Originating	\$0.48
SMS per message for Roaming Internationally for (MT) Mobile Terminating	\$0.14
International Data Usage: per MB, per SIM	\$9.50

AT&T Control Center – Additional/Optional Connectivity and Charges

Description of Charges	Charges
AT&T Control Center – Advanced	\$0.14/SIM per month
Traffic Segmentation – Up to 10 streams	\$0.13/SIM per month
Custom static IP APN set up – Creation of custom APN static private IP addressing. (One time per APN)	\$950.00
SMPP Bind – Set up cost for SMPP Bind to provide for SMS connectivity. Includes connectivity to redundant SMSC gateways. Requires VPN. (One time per SMPP bind)	\$475.00
CPE VPN set up -rack mount routers – VPN set up that includes two (2) (AT&T selected and approved) rack mountable routers configured with redundant VPN tunnels. (One time per VPN)	\$2,845.25
COAM (customer owned and maintained) VPN set up – Customer owned and maintained VPN implementation. Router must be approved by AT&T and configured with redundant VPN tunnels. Must be configured with company supplied configuration and allow remote management and monitoring. Includes 10 hours of set up time. Additional time billable at hourly rate of \$250. (One time per VPN). Customer must supply and maintain hardware.	\$1,420.25

Rate Plans

Description of Charges	Monthly Charge
M2M Pooled Plans 1MB	\$3.75, Overage Rate \$1.00/MB
M2M Pooled Plans 2MB	\$4.31, Overage Rate \$1.00/MB
M2M Pooled Plans 3MB	\$4.69, Overage Rate \$1.00/MB
M2M Pooled Plans 5MB	\$5.25, Overage Rate \$1.00/MB
M2M Pooled Plans 10MB	\$6.19, Overage Rate \$1.00/MB
M2M Pooled Plans 25MB	\$7.50, Overage Rate \$1.00/MB
M2M Pooled Plans 150MB	\$13.50, Overage Rate \$1.00/MB
M2M Pooled Plans 250MB	\$15.00, Overage Rate \$0.015/MB
M2M Pooled Plans 1GB	\$18.75, Overage Rate \$0.015/MB
M2M Pooled Plans 2GB	\$21.50, Overage Rate \$0.015/MB
M2M Pooled Plans 5GB	\$34.00, Overage Rate \$0.015/MB
M2M Pooled Plans 10GB	\$60.00, Overage Rate \$0.015/MB
M2M Pooled Plans 20GB	\$112.50, Overage Rate \$0.015/MB
LTE-M Postpaid	\$1.25 to \$140.00 per month depending on MB plan
LTE-M Prepaid	\$6.00 to \$20.00 (annually) depending on MB plan



Control Center for FirstNet

Deploy, manage, monitor and scale your connected devices and M2M solutions. Through the use of Control Center for FirstNet, powered by Cisco Jasper, Public Safety Entities can manage and monitor the connectivity of M2M devices enabled with FirstNet Capable Subscriber Identification Modules (SIMs) over the Nationwide Public Safety Broadband Network (NPSBN) in near real-time. Control Center for FirstNet is a hosted platform which simplifies the deployment and management of connected devices and Internet of Things solutions for Public Safety Entities, regardless of the size or complexity of the solution. Accelerate your M2M success with Control Center for FirstNet which puts you in control of your M2M solutions.

Control Center for FirstNet combines the best in class management of M2M devices with First Priority™ to provide all Primary User Public Safety Entities quality of service, priority and preemption (QPP) at no extra charge. Extended Primary User Public Safety Entities have the ability to purchase First Priority™ capability, without preemption, for an additional charge. These unique features allow Public Safety Entities to efficiently manage their devices, budgets, and services.

Key Features & Benefits

- **Our most advanced Software Package:** Control Center for FirstNet is reserved for FirstNet customers and contains advanced features.
- **Designed for Public Safety:** The hosted platform delivers visibility and agility to implement, deploy, manage, support and scale.
- **Diagnostics:** Near real-time network intelligence and diagnostics to restore performance.
- **Automation:** Set-and-forget automation to simplify and reduce costs.
- **Multi-layered security:** Protective, multi-layered M2M security to safeguard your data, devices, and IT systems.
- **Service reliability:** Diagnostics, analytics, and alerts allow you to monitor, respond to unusual behavior, and optimize performance, and more.
- **Usage monitoring:** Get alerts and notifications to help you stay on top of costs. Cost monitoring in near real-time within the billing cycle can help eliminate unexpected spend.



Control Center for FirstNet – Mandatory Charges

Description of Charges	One-Time Charge
Account set up: includes 3 hours of online training. One Time per account creation	\$1,425.00
APN fee:	\$475.00 per account
SIM fee (per SIM)	\$1.90
Activation fee (per device)	\$1.90
SMS per message for (MO) Mobile Originating and (MT) Mobile Terminating in U.S (50 States and U.S. Territories)	\$0.14
SMS per message for Roaming Internationally for (MO) Mobile Originating	\$0.48
SMS per message for Roaming Internationally for (MT) Mobile Terminating	\$0.14
International Data Usage: per MB, per SIM	\$9.50

Control Center for FirstNet – Additional/Optional Connectivity and Charges

Description of Charges	Charges
Control Center for FirstNet – Advanced (excludes IMEI Whitelisting, IP Authentication and Secure SIM)	\$0 (\$0.15 per SIM per month fee waived for FirstNet customers)
Voice Dispatch Service per minute rate in U.S. (50 States and U.S. Territories)	\$0.43
Voice Dispatch Service per minute rate for Roaming Internationally	\$0.95
Custom static IP APN set up – Creation of custom APN static private IP	\$950.00
SMPP Bind – Set up cost for SMPP Bind to provide for SMS connectivity. Includes connectivity to redundant SMSC gateways. Requires VPN. (One time per SMPP bind)	\$475.00
COAM (customer owned and maintained) VPN set up – Customer owned and maintained VPN implementation. Router must be approved and selected by AT&T configured with redundant VPN tunnels. The router must be configured with company supplied configuration and allow remote management and monitoring. Includes 10 hours of set up time. Additional time billable at hourly rate of \$250. (One time per VPN). Customer must supply and maintain hardware.	\$1,895.25

Rate Plans

Description of Charges	Primary (Includes QPP) Monthly Charge	Extended Primary (No QPP) Monthly Charge	Extended Primary (Includes QPP) Monthly Charge
M2M Pooled Plans 1MB	\$3.75, Overage Rate \$1.00/MB	\$3.75, Overage Rate \$1.00/MB	\$5.75, Overage Rate \$1.00/MB
M2M Pooled Plans 2MB	\$4.31, Overage Rate \$1.00/MB	\$4.31, Overage Rate \$1.00/MB	\$6.31, Overage Rate \$1.00/MB
M2M Pooled Plans 3MB	\$4.69, Overage Rate \$1.00/MB	\$4.69, Overage Rate \$1.00/MB	\$6.69, Overage Rate \$1.00/MB
M2M Pooled Plans 5MB	\$5.25, Overage Rate \$1.00/MB	\$5.25, Overage Rate \$1.00/MB	\$7.25, Overage Rate \$1.00/MB
M2M Pooled Plans 10MB	\$6.19, Overage Rate \$1.00/MB	\$6.19, Overage Rate \$1.00/MB	\$8.19, Overage Rate \$1.00/MB
M2M Pooled Plans 25MB	\$7.50, Overage Rate \$1.00/MB	\$7.50, Overage Rate \$1.00/MB	\$9.50, Overage Rate \$1.00/MB
M2M Pooled Plans 150MB	\$13.50, Overage Rate \$1.00/MB	\$13.50, Overage Rate \$1.00/MB	\$18.50, Overage Rate \$1.00/MB
M2M Pooled Plans 250MB	\$15.00, Overage Rate \$1.00/MB	\$15.00, Overage Rate \$1.00/MB	\$20.00, Overage Rate \$1.00/MB
M2M Pooled Plans 1GB	\$18.75, Overage Rate \$0.015/MB	\$18.75, Overage Rate \$0.015/MB	\$23.75, Overage Rate \$0.015/MB
M2M Pooled Plans 2 GB	\$21.50, Overage Rate \$0.015/MB	\$21.50, Overage Rate \$0.015/MB	\$29.00, Overage Rate \$0.015/MB
M2M Pooled Plans 5GB	\$34.00, Overage Rate \$0.015/MB	\$34.00, Overage Rate \$0.015/MB	\$41.50, Overage Rate \$0.015/MB
M2M Pooled Plans 10GB	\$60.00, Overage Rate \$0.015/MB	\$60.00, Overage Rate \$0.015/MB	\$67.50, Overage Rate \$0.015/MB
M2M Pooled Plans 20GB	\$112.50, Overage Rate \$0.015/MB	\$112.50, Overage Rate \$0.015/MB	\$120.00, Overage Rate \$0.015/MB



Important Information

AT&T Control Center ("ACC"), and Control Center for FirstNet ("CCFN") are available only to qualified AT&T enterprise and government customers with a qualified AT&T agreement ("Qualified Agreement"). CCFN is available only to Public Safety Entities and their Authorized Users eligible to purchase the AT&T FirstNet Solution as determined by the First Responder Network Authority. ACC and CCFN are subject to (a) the additional terms and conditions found at <http://jasper.com/terms.pdf> (the "Additional Product Terms"); (b) the Qualified Agreement; and (c) applicable Sales Information. For AT&T's government customers on a Qualified Agreement: Any Additional Product Terms not allowable under applicable law will not apply, and the Qualified Agreement will control in the event of any conflict between the Qualified Agreement and the Additional Product Terms. May not be available for purchase in all sales channels or in all areas. Additional hardware, software, services and/or network connection may also be required. Availability, accessibility, security, delivery, speed, timeliness, accuracy and reliability are not guaranteed by AT&T. Any service discounts, equipment discounts, and/or other discounts set forth in the Qualified Agreement do not apply to ACC or CCFN, and/or any other products or services referenced in this document. Additional fees, charges, taxes and other restrictions may apply. Offer subject to change.

Existing AT&T IoT Enterprise on Demand or CCIP (EOD/CCIP) Customers that meet FirstNet eligibility requirements and have 310 410 SIMS activated on AT&T's commercial core, can migrate to, or activate 310 410 SIMS on, the CCFN, but in such case, the Customer will remain on the AT&T commercial core and not receive all of the features and functionalities provided by the FirstNet Evolved Packet Core and the NPSBN. In order for a Customer to receive all of the features and functionalities of the FirstNet Evolved Packet Core and the NPSBN, the Customer must utilize FirstNet Capable SIMs to connect to the FirstNet core and the NPSBN. The rate plans set forth above will be available to EOD/CCIP Customers that choose to migrate.

Voice Dispatch Service is a wireless voice service for the limited purpose of allowing a User to place and receive a voice call from a Dispatch Center using an Approved Device. Customers may provide Voice Dispatch to Users only in conjunction with its Approved Devices and Acceptable Applications. Additional terms and conditions can be found in the AT&T Internet of Things Wireless Communications for FirstNet Service Guide at http://serviceguidenew.att.com/sg_CustomPreviewer?attachmentId=00P0h000015KaZJEA0

Customer Personal Data ("CPD") may be transferred to or accessible by (i) AT&T personnel around the world (ii) third parties who act on AT&T's or AT&T's supplier's behalf as subcontractors; and (iii) third parties (such as courts, law enforcement or regulatory authorities) where required by law. Customer will only make CPD accessible when it has the legal authority to do so and any necessary consents. Customer will camouflage or securely encrypt CPD. CPD includes, without limitation, name, phone number, email address, wireless location information or any other information that could or does identify Customer or its end users. Customer is responsible for providing end users with clear notice of AT&T's and Customer's collection and use of CPD obtained via this offer, for obtaining any necessary end user consents, and for complying with, and advising end users about, AT&T's Privacy Policy at <http://www.att.com/gen/privacy-policy?pid=2506>

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Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

May 27, 2021

AMENDMENT NO. 10


CONTRACT TITLE: Telecommunications: Wireless Digital & Data Services Associated Services and Equipment

<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility National Accounts, LLC Db a AT&T Mobility 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

By mutual agreement, Contract 4400006674 is amended to renew for one (1) year effective July 1, 2021 through June 30, 2022.

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY: 	Sr. Contract Manager
Signature	Title

Mark Flister	04/30/2021
Printed Name	Date


Michelle R. Pratt
Director

MRP/rt

DISTRIBUTION:

Contractor
FCPS – IT – Jean Welsh, Melissa York



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

AMENDMENT NO. 11

June 9, 2021

CONTRACT TITLE: Telecommunications: Wireless Digital & Data Services Associated Services and Equipment



<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility II LLC dba AT&T Mobility National Accounts LLC 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

By mutual agreement, Contract 4400006674 (the "Contract") is amended to add the following AT&T products:

- AT&T Special eLearning Education Offer

All other prices, terms and conditions of the Contract remain unchanged.

ACCEPTANCE:

BY: <u></u>	<u>Sr. Contract Manager</u>
Signature	Title
<u>Mark Flister</u>	<u>04/30/2021</u>
Printed Name	Date
	<u></u>
	Michelle R. Pratt
	Director

MRP/sm

DISTRIBUTION:

- Contractor
- FCG - DIT - Athena Baker
- FCG – DPMM – Jamie Pun
- FCG – Radio Services – George Coulter, Adam Eldert
- FCPS – Information Technology – Jean Welsh, Melissa York
- FCPS – Facilities & Transportations Srvcs. – Jim Jenkins
- Contract Administrator – Samira Mkaimel

Contract 4400006674
 Amendment 11
 Page 2 of 6

EXHIBIT A – AT&T SPECIAL eLEARNING EDUCATION OFFER

1. Provided the County remains in full compliance with the terms and conditions of the Contract, and subject to all corresponding terms and conditions set forth in this Exhibit A, Contractor will provide the County and its eligible CRUs the AT&T Special DataConnect for Education Plan, together with the Enterprise Traffic Protector content filtering product described herein (collectively, the "Student eLearning Offer"). The Student eLearning Offer is not available to IRUs. In accordance with the Contract, the Student eLearning Offer is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. The Student eLearning Offer is available for a limited time, and is subject to equipment availability. The Student eLearning Offer is 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. To the extent of any material conflict between the terms and conditions of this Exhibit A and the applicable Sales Information, this Exhibit A will control. Notwithstanding the foregoing, the Student eLearning Offer is only available if the County's account is active and in good standing with respect to the applicable CRU.

1.1 12-Month Equipment Installment Plan Version ("12-Month Version"). If Purchasing Entity selects the 12-Month Version, then Purchasing Entity: (a) will purchase the Moxee mobile hotspot device (the "Moxee") under a twelve-month Equipment Installment Plan (see §2 below); (b) will purchase the AT&T Special DataConnect for Education Plan (the "Education Plan"); and (c) must select and purchase either the Enterprise Traffic Protector or AccessMyLan content filtering product. The 12-Month Version prices listed in Table 1.1 are achieved through various bill credits.

Table 1.1
Student eLearning Offer Purchasing Moxee on the 12-Month Version

PLAN	MONTHLY SERVICE CHARGE
AT&T Special DataConnect for Education Plan	\$11.00
CONTENT FILTERING PRODUCT [CHOICE OF ONE]	PRICE
Enterprise Traffic Protector	\$1.00
AccessMyLan™	\$6.00
MOBILE HOTSPOT DEVICE	PRICE
Moxee	No Cost*

*Purchasing Entity is still responsible for all taxes and fees associated with the full price of the Moxee.

1.2 24-Month Equipment Installment Plan Version ("24-Month Version"). If Purchasing Entity selects the 24-Month Version, then Purchasing Entity: (a) will purchase the Moxee mobile hotspot device (the "Moxee") under a twenty-four-month EIP; (b) will purchase the Education Plan; and (c) must select and purchase either the Enterprise Traffic Protector or AccessMyLan content filtering product. The 24-Month Version prices listed in Table 1.2 are achieved through various bill credits.

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Table 1.2
Student eLearning Offer Purchasing Moxee on the 24-Month Version

PLAN	MONTHLY SERVICE CHARGE
AT&T Special DataConnect for Education Plan	\$11.00
CONTENT FILTERING PRODUCT [CHOICE OF ONE]	PRICE
Enterprise Traffic Protector	\$1.00
AccessMyLan™	\$6.00
MOBILE HOTSPOT DEVICE	PRICE
Moxee	No Cost*
ADDITIONAL BILL CREDIT	AMOUNT
	(-\$1.00)

*Purchasing Entity is still responsible for all taxes and fees associated with the full price of the Moxee.

1.3 Students Provide Device Version (“BYOD Version”). If Purchasing Entity selects the BYOD Version, then Purchasing Entity: (a) must activate or migrate at least one hundred (100) eligible lines on the Education Plan; (b) will purchase the Education Plan for a \$12.00 MSC; and (c) must select and purchase either the Enterprise Traffic Protector or AccessMyLan content filtering product. The BYOD Version prices listed in Table 1.3 are achieved through various bill credits. The Student eLearning Offer will not apply until Purchasing Entity achieves the 100-line minimum described in this §1.3.

Table 1.3
Student eLearning Offer on the BYOD Version

PLAN	MONTHLY SERVICE CHARGE
AT&T Special DataConnect for Education Plan	\$11.00
CONTENT FILTERING PRODUCT [CHOICE OF ONE]	PRICE
Enterprise Traffic Protector	\$1.00
AccessMyLan™	\$6.00
ADDITIONAL BILL CREDIT	AMOUNT
	(-\$1.00)

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1.4 Promotional No-Charge Teacher Lines. AT&T will provide each eligible Purchasing Entity one line of the Student eLearning Offer for every twenty-four (24) K-12 Students or College Students, as applicable, that are activated on or migrated to the Student eLearning Offer. Under this promotion, such teachers will receive the version of the Student eLearning Offer set forth in Table 1.3.

2. Equipment Installment Program.

2.1 EIP. AT&T offers installment payment options for certain Equipment that require its customers to execute a corresponding installment payment agreement. In the event Participant or any Purchasing Entity opts to use one of these installment payment options then: (a) Participant or the applicable Purchasing Entity will be required to execute such an installment payment agreement; and (b) Participant or the applicable Purchasing Entity represents, acknowledges and agrees that its participation in the installment payment option: (i) does not violate any applicable procurement rules in effect as of the PA Effective Date; and/or (ii) will not disqualify AT&T from any future procurements with Participant or the applicable Purchasing Entity; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the installment payment agreement.

2.2 IRUs. IRUs under the Agreement may opt to use an available installment payment option (if any). Their use of that program will be governed by the applicable installment payment agreement and is not affected by §2.1.

Express Condition to Student eLearning Offer. As an express condition to receiving the Student eLearning Offer, the County must use a content filtering product to help ensure CIPA compliance. By executing this Amendment 10, the County acknowledges and represents that: (a) it has ordered or will order the Enterprise Traffic Protector service available under the Contract; or (b) has ordered or will order another content filtering service for use with the Student eLearning Offer. If the County uses the Enterprise Traffic Protector service under the Contract, then the terms and conditions set forth in Exhibit B, attached hereto and incorporated herein by reference, apply.

K-12 PROGRAM

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

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4. Consents and Notices.

4.1 Parental Consents. Each Public Body purchasing under the Contract, 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 Public Body purchasing under the Contract 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. Public Bodies purchasing under the Contract 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 Public Body purchasing under the Contract 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 Public Body or one of its K-12 Students downloads any such tracking application to Equipment used by a K-12 Student, that Public Body will provide clear and conspicuous notice to the legal guardian of such K-12 Student. Public Bodies will also ensure that their K-12 Students are not able to download such tracking applications themselves.

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

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EXHIBIT B – AT&T Enterprise Traffic Protector

1. SERVICES

Service	Service Publication Location
AT&T Content Delivery Network ("AT&T CDN") Service <ul style="list-style-type: none"> • Enterprise Traffic Protector – eLearning 	http://serviceguidenew.att.com/sg_flashPlayerPage/CDN

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	12 Months
Pricing Schedule Term Start Date	Effective Date of this Amendment
Effective Date of Rates and Discounts	Effective Date of this Amendment

3. ADDITIONAL TERMS AND CONDITIONS

3.1 Enterprise Traffic Protector – eLearning

- a. Qualification for eLearning Offer: Rates and discounts in this Pricing Schedule apply only when Enterprise Traffic Protector is purchased in combination with a qualifying mobility rate plan.
- b. Use of Access Point Name: Enterprise Traffic Protector – eLearning filtering applies to outbound Internet traffic directed to the Access Point Name (APN) provided. Customer may select either a shared APN (pre-set, non-customizable content filter) or private APN (customizable content filter). Additional provisioning interval may apply for private APN. Enterprise Traffic Protector can be used as part of a customer program to implement the Children's Internet Protection Act (CIPA) by identifying the content category of a requested Internet domain (example.com) to enable blocking under an acceptable use policy. Customer is responsible for determining whether use of Enterprise Traffic Protector (using either the shared or private APN option) satisfies customer CIPA requirements.

4. NOTICE OF WITHDRAWAL FOR AT&T ENTERPRISE TRAFFIC PROTECTOR SERVICE

Service and Service Component Withdrawals during Pricing Schedule Term	
Notification Period for AT&T to withdraw Service and/or Service Components	120 Days

5. RATES AND CHARGES

Country Currency for AT&T CDN: USD

Number of ETP Units	Cost per ETP Units	Total MRC
	\$1	

Additional ETP Units are added at \$1.00 per unit



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

October 27, 2021

AMENDMENT NO. 12

CONTRACT TITLE: Telecommunications: Wireless Digital & Data Services Associated Services and Equipment



<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility II LLC dba AT&T Mobility National Accounts LLC 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

By mutual agreement, Contract 4400006674 (the "Contract") is amended to add the following AT&T products:

- Library Connectivity Program

All other prices, terms and conditions of the Contract remain unchanged.

ACCEPTANCE:

BY: 	<u>Sr. Contract Manager</u>
Signature	Title
<u>Mark Flister</u>	<u>10/11/2021</u>
Printed Name	Date
	
	Michelle R. Pratt
	Director

MRP/rt

DISTRIBUTION:

Contractor
 FCG - DIT - Athena Baker
 FCG – DPMM – Jamie Pun
 FCG – Radio Services – George Coulter, Adam Eldert
 FCPS – Information Technology – Jean Welsh, Melissa York
 FCPS – Facilities & Transportations Srvcs. – Jim Jenkins
 Contract Administrator – Reginald Taylor

Contract 4400006674
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EXHIBIT A – AT&T LIBRARY CONNECTIVITY PROGRAM

1. WIRELESS BROADBAND CONNECTIVITY FOR PATRONS

Customer represents and warrants that it maintains libraries accessible to the general public at no charge and funded from public sources. Customer has developed a program to enable its patrons to obtain wireless broadband connectivity (**Library Connectivity Program**), and Customer and AT&T desire to add provisions to the Contract to facilitate Customer's Library Connectivity Program by enabling Customer to purchase Wireless Data Services and Equipment for use by such patrons. Accordingly, for purposes of the Contract, (a) "Patron" means an individual eighteen (18) years of age or older with a membership card enabling access to and use of Customer's collection of books, periodicals and other resources who is also participating in Customer's Library Connectivity Program, and (b) each Patron is deemed to be Customer's Corporate Responsibility User (**CRU**). Unless otherwise set forth in this Section 1, Customer's CRU lines for Patrons are subject to all of the terms provided elsewhere in the Contract, including without limitation, AT&T's Acceptable Use Policy found at www.att.com/aup and the applicable Sales Information for the Qualified Services.

1.1. Services and Equipment

1.1.1. Use of Qualified Devices

Customer may purchase the following Equipment for use by Patrons (each, a **Qualified Device**, and collectively, the **Qualified Devices**). Customer must maintain title to each Qualified Device on which a Qualified Service (as defined in Section 1.1.2 below) is activated for so long as the Qualified Service is active on it.

Qualified Device*	Equipment Price**	Offer Period	Eligibility Requirements
Moxee Data-Only Device	\$74.99	N/A	During the Offer Period: Purchase the Qualified Device from AT&T with a new CRU line of service for Patrons; and activate such new CRU line of service with Qualified Service (see Section 1.1.2 below).
* Offer subject to Equipment availability. ** Price does not include applicable taxes and may not be combined with other Equipment-related discounts or other offers. No other Equipment may be used in connection with Customer's Library Connectivity Program.			

1.1.2 Use of Qualified Services

Customer must activate Qualified Devices with the following Plan(s) and other Services (each, a **Qualified Service** and, collectively, **Qualified Services**). The Qualified Services are provided to Customer for the sole purpose of providing Patrons with general purpose wireless broadband connectivity. Each Qualified Service is subject to additional plan-specific pricing and terms set forth in the corresponding Sales Information, as modified by AT&T from time to time and which is incorporated herein by reference. Device, data and speed restrictions may apply to certain Plans. In the event of any conflict between Sales Information and this Amendment 12, then this Amendment 12 controls.

Plan and other Service(s)	Offer Period	Eligibility Requirements	Sales Information*
MiFi/Aircard/Unlimited Data Throttled Plan for Government with an MRC of \$29.99	N/A	New CRU line for Patrons with a Qualified Device	See Sale Information found at https://www.business.att.com/content/dam/attbusiness/collateral/att-special-dataconnect-for-education.pdf
Enterprise Traffic Protector with an MRC of \$1.00	N/A	New CRU line for Patrons with a Qualified Device	See Sale Information found at https://www.business.att.com/content/dam/businesscenter/pdf/acd-n-etp-elearning-product-brief.pdf
* Incorporated by reference into the Contract. No other Services may be used in connection with Customer's Library Program.			

1.2. No Resale

Customer and its Patrons are not permitted to resell, reproduce, retransmit, or disseminate the Qualified Services or Qualified Devices to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions. In addition, Customer may not separately charge Patrons for all or a part the Qualified

Contract 4400006674
Amendment 12
Page 3 of 4

Services and Qualified Devices provided under the Contract.

1.3 Invoicing

Customer will maintain all CRU lines for Patrons on foundation account(s) that are separate from Customer's foundation account(s) with CRU lines for Employees. Notwithstanding anything to the contrary elsewhere in the Contract, consolidated invoicing is the only invoicing method available for CRU lines for Patrons. Under consolidated invoicing, AT&T will provide a monthly invoice to Customer that consolidates all charges incurred by Patrons under the foundation account for the preceding monthly billing cycle, except as may otherwise be noted in applicable online or printed terms and conditions of a Qualified Service. This monthly consolidated invoice is only accessible online through the AT&T Premier Platform. Customer must promptly notify AT&T of any Numbers to be added or deleted from Customer's consolidated invoice.

1.4 Customer's Library Connectivity Program

1.4.1. Terms of Use; Privacy

Customer has exclusive discretion and control over its Library Connectivity Program, including, without limitation, determining participation eligibility, program purpose, and participant terms, conditions and restrictions. Customer will, as a condition of allowing access to the Qualified Services and Qualified Devices, provide to each Patron (or his/her legal guardian, as applicable) a set of Customer-branded terms and conditions governing the use of the Qualified Services and Qualified Devices that (a) inform the Patron of Customer's privacy policy and data protection practices, (b) notify the Patron that data associated with provision of the Qualified Services will be used exclusively for the purpose of providing the Qualified Services, (c) advise the Patron that the Qualified Services and Qualified Devices are provided on an "as is" basis and that AT&T has no responsibility for Patron's use of the Qualified Device or Qualified Services, and (d) indicate that AT&T is a third-party beneficiary entitled to all rights and benefits afforded to Customer under Customer's terms and conditions as if AT&T were a party to such terms and conditions. Customer is exclusively responsible for any collection, use, sharing and ultimate deletion from the Qualified Devices of any associated with use of the Qualified Device and/or Qualified Services by Patrons. To the extent Customer engages in any return, trade in or device upgrade of a Qualified Device, Customer will wipe the Qualified Device of data prior to such return trade in or upgrade.

1.4.2. Notices and Consents

With regard to each Patron (or his/her legal guardian, as applicable) participating in Customer's Library Connectivity Program, Customer is exclusively responsible for providing any notices, and obtaining any consents, that are required by law.

1.4.2.1 Location-Based Notices

Third party applications may allow the Qualified Devices used by Patrons to be location-enabled and thus tracked by the Customer. If Customer loads any such device tracking application on a Qualified Device, Customer is solely responsible for complying with all applicable legal requirements, including providing notice and obtaining opt in consent from the Patron (or his/her legal guardian, as applicable), and Customer will use such location information solely for the purpose of locating and retrieving Qualified Devices that are not timely returned to Customer. AT&T will not collect, use or otherwise have access to such location data, and Customer will not provide such location data to AT&T for any purpose.

1.4.3 Data

Customer will not provide to AT&T, nor will AT&T collect, use or share, any personal information associated with access to or use of the Qualified Services and Qualified Devices by Patrons. Any data received by AT&T in the course of providing wireless broadband connectivity to Customer will be used exclusively to provide the Qualified Services and will not be used for any other purpose, including marketing or advertising.

1.4.4 Customer Care

AT&T's relationship and responsibilities with regard to the Library Connectivity Program extend solely to Customer and not to Patrons. Customer will handle all customer care and other inquiries from Patrons regarding Qualified Devices or Qualified Services.

1.4.5 Internet Safety Policy

Customer represents and warrants that it has, and will maintain during the term of the Contract, 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

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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. Specifically, Customer represents that devices will be loaned only to Patrons 18 years of age and older and that the Customer's device borrowing form will (1) include an acknowledgement by the patron that the device does not include any filtering software or other features for (x) restricting access to material on the Internet and the World Wide Web that may be harmful to minors, (y) preventing "hacking" and other unlawful activities by minors online, or (z) preventing unauthorized disclosure, use and dissemination of personal information regarding minors, and (2) require the Patron's agreement not to allow minors to access the internet using the device.

1.5 E-Rate and/or Emergency Connectivity Funding (ECF) Funding

If Customer intends to seek E-rate and/or ECF funding for the Qualified Services and/or Qualified Devices, Customer is solely responsible for determining the proportion of the Qualified Services and/or Qualified Devices that is eligible for E-rate and/or ECF discounts. To the extent Customer relies upon AT&T to invoice Universal Service Administrative Company (USAC) for the discounted portion of the Qualified Services and/or Qualified Devices, Customer is responsible for providing the correct cost allocation information to AT&T for purposes of properly invoicing the Qualified Services and/or Qualified Devices.

1.6 No Waiver of Sovereign Immunity

Notwithstanding anything to the contrary in the Sales Information or this Amendment 12, Customer is not waiving any immunity to which it is entitled by law.



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

AMENDMENT NO. 13

APR 19 2022

CONTRACT TITLE: Telecommunications: Wireless Digital & Data Services Associated Services and Equipment

<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
AT&T Mobility II LLC dba AT&T Mobility National Accounts LLC 5565 Glenridge Connector Atlanta, GA 30342	1000012332	4400006674

By mutual agreement, Contract 4400006674 is amended to:

- Renew for one (1) year effective July 1, 2022 through June 30, 2023. This is the second renewal option of five.
- Add the following AT&T products: In-Building Service Enhancement product ("ISE"); attached as Exhibit A

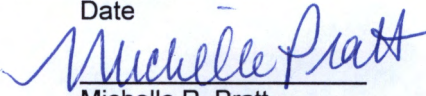
All other prices, terms and conditions of the Contract remain unchanged.

ACCEPTANCE:

BY: 
Signature
Mark Flister
Printed Name

Sr. Contract Manager
Title

02/28/2022
Date


Michelle R. Pratt
Director

MRP/rt

DISTRIBUTION:

- Contractor
- FCG - DIT - Athena Baker
- FCG - DPMM - Jamie Pun
- FCG - Radio Services - George Coulter, Adam Eldert
- FCPS - Information Technology - Jean Welsh, Melissa York
- FCPS - Facilities & Transportations Srvc. - Jim Jenkins
- Contract Administrator - Samira Mkaimel

FD
4/20/22



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8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

EXHIBIT A – AT&T ISE TERMS AND CONDITIONS

1. **DEFINITIONS.** The following terms have their corresponding meaning in this Exhibit A only. Capitalized terms undefined in this Exhibit A have the meanings ascribed to them in the Master Agreement and/or the PA.
- 1.1. **Affiliate** of Contractor means any entity that controls, is controlled by, or is under common control with AT&T.
 - 1.2. **Base Station** means a Contractor-owned base transceiver station (BTS) or any other device that generates RF.
 - 1.3. **COAM** means Participant-owned and maintained and Contractor approved.
 - 1.4. **Distributed Antenna System or DAS** means Contractor-owned or COAM antennas mounted on the interior of a building that can provide enhanced RF coverage to the interior of the building, the corresponding electronics, the cabling, and any distribution system required to connect the antennas to the electronics.
 - 1.5. **FCC** means the Federal Communications Commission.
 - 1.6. **Frequency or Frequencies** means the frequencies for which a Contractor Affiliate holds a license from the FCC for use in providing wireless telecommunication services and features.
 - 1.7. **Hazardous Materials** means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil or health and safety.
 - 1.8. **Interference** means undesired RF energy that can degrade the quality of Service on licensed frequencies, which may result in distorted conversations, dropped calls, and blocked calls for Contractor's licensed Affiliates or other carriers.
 - 1.9. **LAN** means Local-Area-Network, which is a system that has networking equipment and/or computers in close proximity to each other capable of communicating, sharing resources and information.
 - 1.10. **Modifications** means any modifications, enhancements, expansions, upgrades, adjustments, shut-downs, disablements, or other changes to a System or any component thereof.
 - 1.11. **Network** means the Contractor infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.
 - 1.12. **Premises** means the individual, physical locations identified in an Attachment A, attached to one or more Purchase Orders issued by Participant and accepted by AT&T, a form of which is attached hereto as Attachment 1 (collectively, a "Purchase Order Attachment").
 - 1.13. **Repeater** means a Contractor-owned or COAM bi-directional amplifier.
 - 1.14. **RF** means radio frequency.
 - 1.15. **Section and "§"** mean sections of this Exhibit, unless otherwise noted.
 - 1.16. **Service** means commercial mobile radio service, including without limitation wireless voice telecommunications services and wireless data telecommunications services.
 - 1.17. **Small Cell** means a high capacity, low power small cell radio that generates RF for the purpose of extending Network coverage.
 - 1.18. **System** means a customized in-building wireless radio telecommunications system comprised of one or more Base Station(s) or Small Cell or Repeater(s) (as applicable), the DAS (Contractor-owned or COAM), any related transmission facilities and any related equipment and cabling that will be installed for use on the Premises, as further described for each particular Premises in a Purchase Order Attachment, to enable enhanced RF coverage from the Network.



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1.19. Transport means the public telecommunications infrastructure that permits telecommunications between and among defined Network termination points. (e.g., Ethernet, Power over Ethernet, Microwave).

1.20. WAN means Wide Area Network, a private or public network service generally provided by a telecommunications carrier that connects LANs across diverse geographic regions.

1.21. Wi-Fi means a technology that allows electronic devices to connect to a wireless LAN network and has Access Points and Controllers.

2. SYSTEMS AND PREMISES.

2.1. Identification. The Parties acknowledge and agree that a unique System will be required for each of the Premises identified in a Purchase Order Attachment. These Premises will be identified in chronological Purchase Order. Similarly, the corresponding Systems, along with any installation fees, equipment removal fees, and other System-specific issues will be described in a completed Attachment A. The Parties acknowledge and agree that by mutual agreement they may add additional Systems to existing Premises. All terms and conditions of this Exhibit A apply to each and all such Purchase Orders issued pursuant to this Exhibit A. If there is any material conflict, the terms and conditions of each Attachment take precedence over the terms and conditions of the remainder of this Exhibit A.

2.2. Design. Each System includes a corresponding design that is mutually agreed upon by the Parties (each, a "Design") after receipt of the Participant's order.

2.3. Installation. Contractor will install the Contractor-owned components of each System on the corresponding Premises in accordance with the corresponding System design(s). Related fees for the System(s), if any, are set forth in each Premises' corresponding Purchase Order Attachment.

2.4. Ownership. FCC regulations require Contractor to maintain sole control over any transmitting device that operates within Contractor's assigned Frequencies. The Parties agree that except with respect to a COAM DAS or COAM Repeater (if applicable): (a) Participant does not have, and will not acquire through the Agreement, any proprietary or ownership rights or interest in any Contractor equipment, the Network, Contractor's cell sites and related components, the Frequencies, or the public revenues associated with the Service or any Contractor equipment, (b) all Contractor equipment, and all corresponding components, are and will remain the property of Contractor, and (c) Contractor will have the right to install, operate, monitor and remove any Contractor-owned equipment in its sole discretion at Contractor's expense. Contractor has no proprietary or ownership rights in the Premises or Participant's facilities, including Participant-owned cabling and distribution systems, including the COAM DAS and/or COAM Repeater (if applicable) used as part of an installation.

2.4.1. Non-Exclusive Use of Base Station(s). Participant understands, acknowledges and agrees that, if a System includes one or more Base Stations, Participant's right to use the Base Station(s) is non-exclusive. Contractor may use any and all such Base Stations in connection with one or more separate Participant's(s') systems.

2.5. Maintenance and Monitoring. If a System does not include a COAM DAS or COAM Repeater, then Contractor will maintain that System at Contractor's expense provided that replacement parts are reasonably available. If the System does include a COAM DAS or COAM Repeater, then Participant will maintain any such COAM DAS and/or COAM Repeater at Participant's expense and Contractor will maintain the Contractor-owned System components, at Contractor's expense provided that replacement parts are reasonably available. Notwithstanding the foregoing, Contractor will not maintain nor will it pay for any cabling related to a System damaged by Participant. Due to Contractor's ownership rights and FCC requirements, Contractor has the right to monitor the operation of a System twenty-four hours per day, seven days per week, in order to determine System performance and to ensure that Participant and/or a System does not cause Interference to other Contractor Participants or their users, the Network, transmission facilities or other equipment. Contractor will determine the cause of any Interference it identifies in the vicinity of a System and may, at its option, disable or shut down such System until Contractor is able to determine and eliminate the cause of the Interference. In the event Contractor intends to exercise its option to disable or shut down a System, then Contractor will provide Participant reasonable notice of the related processes.



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2.6. Capacity and Modification. Participant understands and agrees that a System impacts Network capacity and performance, and that, due to the nature of RF, a System may not provide coverage for the entire corresponding Premises. Participant will use reasonable good faith efforts not to change the Premises or Participant's use of the Premises in any way that interferes with the Frequencies, any System, or the Network. Participant understands and agrees that with reasonable prior notification to Participant

(a) Contractor may, in its sole discretion, propose and make Modifications to the Contractor components of a System at Contractor's Expense; and (b) any such Modifications may require additional space and consume additional power at the Premises. Furthermore, If

(i) a planned Modification involves an expansion of the Contractor components of a System or otherwise requires additional space and/or power or (ii) the DAS is COAM and does not support the Modification; and/or (iii) Participant objects to the Modification; or (iv) Participant changes the Premises or use of the Premises in a manner that interferes with the Frequencies, a System or the Network; and (v) no reasonable solution can be found, then Contractor may, at its option (A) disable or shut down the Contractor components of the impacted System at any time, and/or (B) remove the Contractor-owned portions of the System in accordance with this Exhibit. Any Participant-proposed Modifications or COAM DAS expansions to a System are subject to Contractor's prior written approval, and, if approved, will be implemented at Participant's sole expense using a vendor approved by Contractor. Nothing in this §2.6 will affect Contractor's rights under §2.8.

2.7. Connectivity. Participant understands and agrees that if a System includes a Base Station, then the Base Station requires connectivity to the Network via telephone company transport facilities, and Contractor will provide such connectivity at Contractor's expense. Participant understands and agrees Small-Cells require Transport. If Participant is responsible to provide Transport it must be available on a 24 hour, seven 7 day a week basis and maintained in good condition and repair. Participant acknowledges and agrees that failure to support the provision of the Transport as set forth herein will prevent the System from operating.

2.8. Contractor Access. When accessing the Premises to complete any necessary installation, maintenance, repair, replacement, removal or other Modifications of any System, Contractor agrees to be subject to Participant's reasonable security procedures and protocol.

2.9. Use of Third Parties. Participant understands that Contractor may install, maintain, make Modifications to, monitor, remove and otherwise provide and operate a System under this Exhibit using Contractor's Affiliates and/or third-party subcontractors, and, accordingly, all references to "Contractor" in this Exhibit will include any such Affiliates and subcontractors.

3. PARTICIPANT RESPONSIBILITIES. Participant represents and agrees that:

3.1. Participant will obtain, prior to installation and at no cost to Contractor, all required approvals, licenses, permits, right of way, permitted use and consents from any and all applicable parties (including but not limited to landlords) to allow Contractor to install, maintain, repair, replace, remove, make Modifications to, and/or operate a System on the corresponding Premises. For clarification, Contractor will obtain, at no additional cost to Participant, all approvals, licenses, permits and consents required by the FCC, the respective State Public Utilities Commission or any other regulatory agency for the operation of the Contractor-owned components of the System.

3.2. Except as otherwise set forth in §2.7 (Connectivity), Participant will provide to Contractor, at no cost to Contractor, any conduit, holes (including without limitation any roof penetrations), wire ways, fiber wiring between buildings and floors, power/utilities and other items reasonably required to allow Contractor to install, repair, maintain, replace, remove, make Modifications to, and/or operate a System. Participant is responsible for any necessary extension of the telecom/data circuit from the demarcation point to the location where a Base Station or Small-Cell is deployed. Moreover, Participant agrees to reasonably cooperate with Contractor with the provision of such items, including but not limited to Transport, within a reasonable time.

3.3. Participant will provide to Contractor, at Participant's sole cost, all electrical circuits and electricity, space in and on the corresponding Premises in accordance with Exhibit A that is sufficient, climate controlled, and in such a condition that will allow Contractor to install, repair, maintain, replace, remove, make Modifications to (subject to §2.5), and/or operate the corresponding System.

3.4. Participant will ensure that the Premises at which Contractor installs and maintains Contractor-



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owned equipment is a suitable and safe working environment, free of Hazardous Materials. Contractor does not handle, remove or dispose of Hazardous Materials, and Contractor has no obligation to perform work at any Premises that is not a suitable and safe working environment. Contractor will not be liable for any Hazardous Materials.

3.5. Participant will identify and make available to Contractor an authorized Participant representative to notify for gaining access to all Systems, and will provide Contractor with access to all Systems and any COAM DAS and/or any COAM Repeater as follows:

3.5.1. Standard business hours for installation, maintenance, removal, replacement and certain Modifications (as reasonably determined by Contractor); and

3.5.2. 24 hours per day, seven 7 days per week for emergency repairs as mutually agreed upon.

3.6. Participant will ensure that all installation, modification, handling, maintenance, repair, removal of, and/or Modification to Contractor-owned components of a System are performed solely by Contractor or a Contractor approved subcontractor.

3.7. Participant will not allow any other wireless carrier to use a Contractor-owned System or any Contractor-owned component of a System.

3.8. To the extent authorized by and in accordance with Chapter 53 of the Connecticut General Statutes, Participant will be solely responsible for all costs to repair Contractor-owned components of a System from damage caused by acts or omissions of Participant, its agents, employees, Contractors, or invitees.

3.9. Participant will be solely responsible for all costs associated with a remodeling of a premises that alters the DAS and/or with moving a System within the corresponding Premises to a new location, if such move is done at Participant's request, and all such moves will be subject to Contractor's written approval which will not be unreasonably withheld.

3.10. Participant will not install or operate a Repeater on any Premises to broadcast the Contractor Frequencies without Contractor's consent.

3.11. Participant will notify Contractor of its intent to vacate any Premises at least 60 days prior to such vacancy.

3.12. Participant will provide rack space within its tenant space in the corresponding Premises.

3.13. To the extent it deems necessary, Participant will provide escorts when any Contractor personnel or agent is on the corresponding Premises in accordance with this Exhibit at no cost to Contractor.

3.14. If Participant operates a DAS or other RF transmitter at the Premises (collectively "Premises DAS") with Contractor's Frequencies, Participant (i) will be responsible for complying with the FCC RF exposure regulations, including as set forth in FCC OET- Bulletin 65 "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields," when operating the Premises DAS or other transmitter; (ii) will operate the Premises DAS in full compliance with those FCC RF exposure regulations; (iii) will, upon reasonable request, provide Contractor with proof that the Premises DAS and all other transmitters comply with the FCC RF exposure regulations; and (iv) will run an RF exposure analysis at the initial operation of the Premises DAS and/or other RF transmitter(s) with Contractor Frequencies, and at any modification of that equipment, to confirm compliance with the FCC RF exposure regulations. Participant's failure to comply with these requirements is a material breach of its obligations, and any such breach will permit Contractor to initially halt delivery of Contractor's RF signal service to the Premises DAS or other transmitter(s) and suspend or terminate Participant's permission to transmit Contractor's Frequencies on the Premises DAS or other transmitter(s).

4. ADDITIONAL TERMINATION RIGHTS AND REMEDIES. Contractor may immediately terminate this Exhibit A and cease provisioning any and all Systems hereunder and exercise any and all other remedies available at law or in equity to the extent in accordance with AT&T termination rights and obligations in the Master Agreement. In addition, Contractor may shut down the Contractor-owned components of any and all applicable Systems under the following circumstances:



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- 4.1. Regulatory Change.** In the event the FCC, the respective State Public Utilities Commission or any other regulatory agency or legislative body promulgates any rule, regulation or order that in effect or application prohibits or adversely affects Contractor's ability to fulfill its obligations hereunder.
- 4.2. Interference.** In the event Contractor is unable to eliminate the cause of any Interference identified pursuant to §3.6.1 Monitoring, regardless of the cause.
- 4.3. Vacancy.** In the event Participant vacates any Premises.
- 4.4. Operations.** In the event Contractor experiences a significant loss of Participant provided power or Transport.

5. EQUIPMENT REMOVAL; FEES.

5.1 If Contractor terminates this Exhibit and/or provisioning the ISE System for any reason, then Contractor has the additional right to enter the Premises and remove any and all Contractor-owned System or Contractor-owned component of a System upon reasonable notice to Participant, provided, however that this right extends only to the corresponding Premises.

5.2 To the extent any equipment removal fees apply at a specific Premise, they are detailed in a Purchase Order Attachment and Participant must pay such equipment removal fees. Furthermore, equipment removal fees detailed in Purchase Order Attachment may apply if: (1) Contractor terminates the PA and/or the Agreement; (b) Contractor terminates the PA and/or the Agreement pursuant to §4.2 above where Contractor determines that the Interference is caused by Participant or its use of the Premises; and/or (c) Contractor terminates the PA and/or the Agreement pursuant to §§4.3 and 4.4.

6. COMPLIANCE WITH FCC RULES AND REGULATIONS. Contractor is a wireless carrier that uses federally licensed spectrum and is subject to rules and regulations of the Federal Communications Commission (FCC). The FCC has published specific regulatory guidelines as to the maximum permissible exposure (MPE) of radio frequency (RF) emissions. In connection with Contractor's installation of the equipment to be installed pursuant to this Exhibit at Participant locations, there may be circumstances when applicable FCC rules require Contractor to implement precautionary measures to implement safety protections for the benefit of the public relating to RF emissions. These include but are not limited to the placement of visible signage and/or physical barriers near the equipment's antenna. Participant hereby grants and/or will obtain for Contractor the right to post all required signage, place all barriers and otherwise comply with the applicable FCC regulations at all locations where Contractor installs the equipment to be installed pursuant to this Exhibit A.

Contract 4400006674
Amendment 13

ATTACHMENT 1

FORM PURCHASE ORDER ATTACHMENT

Premises

- A. Location**
[To be completed]
- B. Installation Fee.**
Amount: \$ _____
- C. Special Notes**

Customer shall report any trouble on the installed System via the help desk: 800-317-0935.