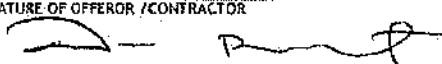



GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER		PAGE 1 of 5	
2. TASK ORDER AGREEMENT NO. CW46988		3. Award/Effective Date October 1, 2016		4. CONTRACT NUMBER GS-35F-0503M		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CONTACT: Heather Reynolds Email: Nicole.smith-mcdermott@dc.gov		A. NAME Nicole Smith-McDermott		B. TELEPHONE (No College Calls) 202-724-4587		6. SOLICITATION ISSUE DATE	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4TH Street NW, Suite 7005 Washington, D.C. 20001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE \$FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> GSA Schedule Contract SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> T3. RESERVED	
						12. PAYMENT DISCOUNT TERMS Net 30 days	
5. CONTRACTOR / OFFEROR T Mobile USA Inc 601 Pennsylvania Avenue, Suite 800 Washington, DC 20004				16. PAYMENT WILL BE MADE BY Office of the Chief Technology Officer 200 I St. SE Washington, DC 20003 Phone: 1(202) 727-2277			
15A DUNS NO. 15B TAX ID NO.							
17. DELIVER TO Office of the Chief Technology Officer 200 I St. SE Washington, DC 20003 Phone: 1(202) 727-2277				18. ADMINISTERED BY Office of the Chief Technology Officer 200 I St. SE Washington, DC 20003			
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
001	Mobile products, technology and wireless services. (See Pricing Schedule) Base Period (October 1, 2016 through September 30, 2017)			1	LOT		NTE \$264,000.00
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.						26. TOTAL AWARD (FOR GOVT. USE ONLY) NTE \$264,000.00	
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE GSA CONTRACT IDENTIFIED IN BLOCK 4.				28. TASK ORDER IN THE FOLLOWING PRIORITY: (THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: GSA Schedule 36 GS-35F-0503M. THIS TASK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE GSA CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) David M. Bezzant		29C. DATE SIGNED Sep 30-16		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (Contracting Officer)		30C. DATE SIGNED 9-30-16	

1. SERVICES REQUIRED

The Contractor shall provide the District of Columbia Government with enterprise wireless services and related equipment (cellular, PCS voice services). The contractor shall deliver these products and services in accordance with the terms and conditions of its GSA Schedule GS-35F-0503M.

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

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, (Section 6). The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of CLIN 0001 is \$500,000.00 for Special Item Number (SIN 132-53 – Wireless Services). The District will order at least the minimum quantity of \$100.00 for each order.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after September 30, 2017.

2. GSA SCHEDULE 70 CONTRACT NUMBER: GS-35F-0503M

3. TERM OF TASK ORDER

3.1 The Period of Performance shall be from October 1, 2016 through September 30, 2017. The period of performance is contingent on GSA's extension of FSS Contract no. GS-35F-0503M

3.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

3.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

3.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

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

4. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this task order is:

Chris Yi
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, D.C. 20001
202-724-5069

5. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

5.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

5.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

5.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

6. CONTRACT ADMINISTRATOR (CA)

The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Jan Whitner
Office of the Chief Technology Officer
200 I St. SE
Washington, DC 20003
Phone: 1(202) 727-2277

It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

7. ORDERING

Products and services to be furnished under this Task Order will be ordered by the Contracting Administrator specified in Section 5 above. Such products and services may be provided from the date of award through September 30, 2017.

8. COMPENSATION AND PAYMENT

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

9. INVOICE SUBMITTAL

The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the Office of the Chief Technology Officer, with a concurrent copy to the Contract Administrator (CA) specified in Section 4 above. The address of the Office of the Chief Technology Officer is:

DC Office of the OCTO (Accts Payable)
200 I St. SE
Washington, DC 20003
Phone: 1(202) 727-2277

To constitute a proper invoice, the Contractor shall submit the following information:

- Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- Task Order Agreement Number and Purchase Order Number. Assignment of an invoice number by the contractor is also recommended;
- Description, price, quantity, and dates of work actually performed;
- Other supporting documentation or information, as required by the Contracting Officer;
- Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- Name, title, phone number of person preparing the invoice;
- Authorized signature.

10. INCORPORATED DOCUMENTS

Contractor shall perform under this task order pursuant to the terms of the following documents that are hereby incorporated by reference and made a part of this contract, which in the event of a conflict shall be resolved by giving precedence in the order of priority listed below:

- (1) This Task Order blocks 1 through 30C and sections 1 through 10.
- (2) Statement of Work, Attachment A
- (3) Pricing Schedule, Attachment B
- (4) GSA Schedule Contract No. GS-2-35F-0503M

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement



ATTACHMENT A – Statement of Work

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF TECHNOLOGY OFFICER (OCTO)

Citywide Telecom products and services

A.1 SCOPE

The Office of Contracting and Procurement (OCP), on behalf of Office of the Chief Technology Officer (OCTO) “the District” seeks a contractor to provide wireless services and related equipment (cellular/PCS voice services).

A.1.1 Applicable Documents

N/A

A.1.2 Definitions

OFRM- Office of Finance and Resource Management

DCG- District of Columbia Government

A.2 BACKGROUND

The current T-Mobile Cellular service program is expected to provide the District of Columbia Government agencies additional value added, competitively priced cellular services, expanding on the current range of cellular products and services. The Districts intent is to have a larger portfolio of cellular service providers in order to obtain lowest cost/lowest pricing for all DC Government agencies.

A.3 REQUIREMENT

A.3.1 The contractor shall provide enterprise wireless services and related equipment (cellular/PCS voice services).

A.3.2 The Contractor shall deliver all requested products and services in accordance with the terms and conditions of GSA Schedule contract no. GS-35F-0503M.

A.3.3 The Contractor shall provide pricing terms and conditions in accordance with

A.3.4 The Contractor shall make available as requested all products and services in accordance with GSA Schedule contract no. GS-35F-0503M (Attachment B)

A.3.5 The Contractor shall provide the following products and services in connection with the all plans and equipment offers through the GSA Schedule contract:

A.3.5.1 Best price monthly recurring voice /data rate plans that are lower priced than any current cellular service provider

A.3.5.2 Best price city-wide pooling voice / data rate plans that are lower than any current cellular service provider

A.3.5.3 Up-to-date voice/data technology via 'free' Blackberry and Smartphone cellular device offerings

A.3.5.4 Up-to-date voice only technology via 'free' Voice only cellular device offerings

A.3.5.5 Up-to-date data technology via 'free' broadband device offerings with unlimited data including USB air cards and MiFi devices

A.3.5.6 Provide best cost 'bundled voice / data rate plan offerings that include, at no additional cost the following features:

- 1) Free unlimited nationwide calling
- 2) Free unlimited SMS texting
- 3) Free unlimited MMS texting
- 4) Free unlimited data with no caps
- 5) Free Wi-Fi calling on Blackberry and on Smartphones
- 6) Free navigation
- 7) Free voice mail
- 8) Free nationwide long distance
- 9) Free nationwide roaming
- 10) Free 411 calling
- 11) Free caller ID
- 12) Free unlimited nights and weekends
- 13) Free 'field tracking' application
- 14) Free unlimited mobile to mobile calling

A.3.6 The Contractor shall offer best price unlimited data rate plan offerings in connection with tablets requiring data or any other devices requiring data

A.3.7 The Contractor shall offer 'free' upgrades after devices reach maturity/eligibility of 10 months from date of original order

A.3.8 The Contractor shall provide 'bulk purchase discounts' on devices that have a non-recurring charge and where an order exceeds 25 devices.

A.3.9 The Contractor shall provide the following in connection with customer service:

A.3.9.1 The Contractor shall assign a dedicated account representative to the District.

A.3.9.2 The Contractor shall provide a dedicated account representative that shall attend regularly scheduled DC Government meetings with OCTO Telecom representatives.

A.3.9.3 The Contractor shall provide a dedicated account representative that is readily available to all city-wide agencies in response to equipment and service questions or support, who will provide service and equipment promotional announcements and who will work with agencies on an as-needed basis and when mass deployments are required.

A.3.10 The Contractor shall provide the District with the following in connection with billing:

A.3.10.1 The Contractor shall provide the District with electronic bill format via CD delivery and also on-line download from the T-Mobile portal that is compatible to DCG internal bill view software.

A.3.10.2 The Contractor shall provide the District with monthly electronic billing delivery on a monthly basis via CD delivery and also via on-line download from the T-Mobile portal to specific point of contact in OCTO and OFRM.

A.3.10.3 The Contractor shall provide the District with on-line billing / account access, management and maintenance at the highest DC Government account level as well as at the agency account and agency line level.

A.3.10.4 The Contractor shall provide the District with reports via on-line download from the T-Mobile portal that displays billing / account at the detailed agency level and line level.

A.3.10.5 The Contractor shall provide the District with the following reports to be available on-line to view and download from the T-Mobile portal ; MEID device /model report, rate plan report, upgrade date report, 411 usage report, international voice and data roaming reports, line feature report and more.

A.3.10.6 The Contractor shall allow the District through the T-Mobile portal account and line level access with 'modifications' permissions to a select group of OCTO personnel.

A.3.10.7 The Contractor shall provide the District with in-store DCG employee discounts on cellular purchases.

A.4 Deliverables

A.4.1 The Contractor shall deliver all products and services provided through the GSA Schedule 70 Contract as requested.

ATTACHMENT B – PRICE SCHEDULE

B.1 BASE PERIOD

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
0001	Citywide Telecom Products	See Exhibit 1 (Equipment List)				
0002	Citywide Wireless Services	See Exhibit 2 (Service Plan Rates)				
Total Estimated Price		NTE \$264,000.00				

B.2 OPTION PERIOD ONE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
1001	Citywide Telecom Products	See Exhibit 1 (Equipment List)				
1002	Citywide Wireless Services	See Exhibit 2 (Service Plan Rates)				
Total Estimated Price		NTE \$264,000.00				

B.3 OPTION PERIOD TWO

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
2001	Citywide Telecom Products	See Exhibit 1 (Equipment List)				
2002	Citywide Wireless Services	See Exhibit 2 (Service Plan Rates)				
Total Estimated Price		NTE \$264,000.00				

B.4 OPTION PERIOD THREE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
3001	Citywide Telecom Products	See Exhibit 1 (Equipment List)				
3002	Citywide Wireless Services	See Exhibit 2 (Service Plan Rates)				
Total Estimated Price		NTE \$264,000.00				

B.5 OPTION PERIOD FOUR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
4001	Citywide Telecom Products	See Exhibit 1 (Equipment List)				
4002	Citywide Telecom Services	See Exhibit 2 (Service Plan Rates)				
Total Estimated Price		NTE \$264,000.00				

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