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File ID Number	21-2458
Introduction Date	10/27/21
Enactment Number	21-1704
Enactment Date	10/27/21 er



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Susan Beltz, Chief Technology Officer

**Meeting Date** October 27, 2021

**Subject** Approval of Resolution No. 2022-0112 Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With T-Mobile Properly Entered Into Through The National Association of State Procurement Officers (NASPO) ValuePoint Program; Approval by the Board of Education of Assignment, Assumption & Consent Agreement between and among Oakland Unified School District (“Assignee”), Oakland Public Education Fund (“Assignor”), and T-Mobile, Inc., for services October 28, 2021 to July 27, 2023.

**Ask of the Board** Approval of Resolution No. 2022-0112 Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With T-Mobile Properly Entered Into Through The National Association of State Procurement Officers (NASPO) ValuePoint Program; Approve Assignment, Assumption & Consent Agreement between and among Oakland Unified School District (“Assignee”), Oakland Public Education Fund (“Assignor”), Oakland, CA, and T-Mobile, Inc., Bellevue, WA, for the latter to provide student hotspot devices and associated cellular service for the period October 28, 2021 to July 27, 2023 for an amount not to exceed \$2,612,329.50.

**Background** The Oakland Public Education Fund entered into an agreement with T-Mobile to obtain 10,000 hotspot devices with cellular services for Oakland K-12 students, of which 8,954 devices were allocated to serve Oakland Unified students. These devices were obtained as part of the T-Mobile EmpowerED program, which aims to narrow America’s digital divide by providing wireless devices and service plans to eligible schools and their students. These devices include an unlimited paid plan at a cost of \$11.67 per month per line with no upfront device costs.

The costs for these lines are currently paid by the Oakland Public Education Fund as part of the #OaklandUndivided campaign to close the digital divide for all public K-12 students in Oakland. Oakland Unified now seeks to assume the responsibility for these lines so as to best maximize funds made available through the federal Emergency Connectivity Fund (ECF). Per the Agreement, the Oakland Public

Education Fund agrees to pay and remain liable for all amounts required to be paid which are deemed ineligible for ECF reimbursement by the ECF. Hence, all contract costs will be absorbed by a combination of new federal funds allocated specifically for this purpose and the Oakland Public Education Fund.

**Discussion**

The COVID-19 pandemic has highlighted the huge disparity between students with and without home internet access. According to the National Center for Education Statistics' Condition of Education 2019 report, in 2017 just 49% of families making less than \$20,000 annually had home internet access, and of the families without home internet access, 34% said they could not afford it. The Tech Check Survey implemented as part of the #OaklandUndivided campaign further underscored this need as it relates to students at the Oakland Unified School District, with thousands of students reporting a need for home connectivity and computers in order to fully participate in distance learning. Home internet access remains a need even after the return to full in-person learning in order to solve the "homework gap" which makes it challenging for underserved students to learn outside of the classroom.

During the 2021-22 school year, the Federal Communications Commission launched the \$7.17 billion Emergency Connectivity Fund to help schools and libraries provide the tools and services their communities need for remote learning during the COVID-19 emergency period and help close the homework gap for students who currently lack the internet access and/or computers necessary to connect to educational resources. Oakland Unified is eligible to participate in the ECF program and has applied for funds to help cover the costs of connectivity and devices. The Emergency Connectivity Fund program will help Oakland Unified meet its goals for home access by reimbursing up to \$400 per computer and \$250 per hotspot for students whose families have identified a need for a home computer and internet connection to support their education.

As part of the #OaklandUndivided campaign, the Oakland Public Education Fund purchased 10,000 hotspot devices on a paid unlimited plan through the T-Mobile EmpowerED program, of which 8,711 were allocated to the Oakland Unified School District. We seek to transfer responsibility for these lines, which are eligible for ECF reimbursement provided they are District-owned, from the Oakland Public Education Fund to Oakland Unified in order to maximize our use of available federal funds. Doing so will preserve the remaining funds allocated to support the #OaklandUndivided campaign, thereby increasing our ability to support Oakland Unified students in future years when federal funds may not be available to cover these costs. As noted above, the Agreement stipulates that the Oakland Public Education Fund, which is a party to the Agreement, will pay and remain liable for all amounts required to be paid which are deemed ineligible for ECF reimbursement by the ECF.

**Competitively Bid**

No. See attached Resolution No. 2022-0112 Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With T-Mobile Properly Entered Into Through The National Association of State Procurement Officers

(NASPO) ValuePoint Program, as permitted under Public Contract Code section 10299.

**Fiscal Impact**

Up to \$1,253,918.16 from federal ECF funding for the 2021-22 school year, with the Oakland Public Education Fund assuming payment and liability for all amounts required to be paid which are deemed ineligible for ECF reimbursement by the ECF.

Up to \$1,253,918.16 from federal ECF funding for the 2022-23 school year, with the Oakland Public Education Fund assuming payment and liability for all amounts required to be paid which are deemed ineligible for ECF reimbursement by the ECF.

Up to \$104,493.18 from federal ECF funding for the 2023-24 school year, with the Oakland Public Education Fund assuming payment and liability for all amounts required to be paid which are deemed ineligible for ECF reimbursement by the ECF.

**Attachment(s)**

- Resolution No. 2022-0112
- Assignment, Assumption & Consent Agreement
- EmpowerED Agreement between T-Mobile USA Inc. and Oakland Public Education Fund
- NASPO Solicitation CJ18012
- NASPO Master Agreement 179 (MA179)
- Notice of Account Transition

**RESOLUTION OF THE  
BOARD OF EDUCATION  
OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT**

**Resolution No. 2022-0112**

**Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With T-Mobile Properly Entered Into Through the National Association of State Procurement Officials (NASPO) ValuePoint Program**

**WHEREAS**, Public Contract Code section 20118 (“section 20118”) permits a school district, “without advertising for bids,” to contract with “any public corporation or agency, including any county, city, town, or district, to . . . purchase materials, supplies, equipment, . . . and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the . . . purchases from a vendor” if the school Board determines it to be in the “best interests of the district”;

**WHEREAS**, section 20118 further permits a school district to contract with a vendor that has an existing contract with another public corporation or agency “under the same terms that are available to the public corporation or agency under the existing contract”;

**WHEREAS**, the ValuePoint Program is the cooperative purchasing arm of NASPO which is designed to leverage the leadership and expertise of all states and the purchasing power of their public entities, and accomplishes this through a solicitation process that obtains best value pricing while protecting states’ interests with favorable terms and conditions, resulting in a suite of competitively bid contracts that are available for “piggybacking” to state and local governments, including school districts;

**WHEREAS**, NASPO through the ValuePoint program issued Solicitation CJ18012 for Wireless Data, Voice, and Accessories on August 13, 2018 to request proposals from responsive cellular vendors to provide best value solutions for cellular voice and data services, equipment and accessories;

**WHEREAS**, state public agencies, including school districts, are automatically eligible to use NASPO ValuePoint contracts pursuant to Public Contract Code section 10299.

**WHEREAS**, the State of Utah and T-Mobile executed NASPO Value Point Master Agreement 176 (MA176) with an effective date of July 1, 2019, and an initial term of five years (through June 30, 2024), and the State of California approved the migration process onto MA176.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Education (“Board”) finds that the Master Agreement was properly bid, awarded, executed, and approved based on the representation of NASPO and T-Mobile, and the documents provided to OUSD (Solicitation, Master Agreement,

Notice of Account Transition) all attached to this Board item and incorporated herein by reference);

**BE IT FURTHER RESOLVED**, the Board declares that it is in the best interest of the District to contract with T-Mobile, hereby accepts the offer of contract with T-Mobile pursuant to the same terms and conditions found in the Assignment, Assumption & Consent Agreement up to a fiscal year not-to-exceed amount of \$838,674 from October 28, 2021 to June 30, 2022, and approves the Assignment, Assumption & Consent Agreement.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District this 27th day of October, 2021, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, VanCedric Williams, Gary Yee, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Shanthi Gonzales

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Mike Hutchinson, Samantha Pal (Student Director) Natalie Gallegos Chavez (Student Director)

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/1/21.


A handwritten signature in blue ink that reads "Joanna J. Powell". The signature is written in a cursive style with a large initial 'J'.

**CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on October 27, 2021.

<b>Legislative File</b>	
File ID Number:	21-2458
Introduction Date:	10/27/21
Enactment Number:	21-1704
Enactment Date:	10/27/21
By:	er

**OAKLAND UNIFIED SCHOOL DISTRICT**



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Shanthy Gonzales  
President, Board of Education



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Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

## ASSIGNMENT, ASSUMPTION & CONSENT AGREEMENT

This Assignment, Assumption & Consent Agreement (the “**Assignment Agreement**”) is made by and among T-Mobile USA, In. (“**T-Mobile**”), Oakland Public Education Fund (“**Assignor**”), and Oakland Unified School District (“**Assignee**”). This Assignment Agreement is effective as of the date the last party signs this Assignment Agreement (the “**Effective Date**”).

### RECITALS

- A. T-Mobile and Assignor entered into a T-Mobile for Education - EmpowerED Agreement (With Device Subsidy), dated July 27, 2020, for 10,000, lines of Service (and associated Devices) (the “**Agreement**”), which incorporated by reference the NASPO ValuePoint Contract No. MA176 (“**Master Agreement**”). Customer has since activated additional lines of Service under the Agreement. The original 10,000 lines and additional activated lines are referred to herein as the “**Active Lines**.”
- B. Assignor desires to assign the Agreement to Assignee with respect to 8,954 of the Active Lines (the “**Assignee Lines**”).
- C. Assignee desires to take assignment of the Agreement with respect to the Assignee Lines and acquire all rights and be subject to and responsible for all obligations under the Agreement with respect to the Assignee Lines.
- D. Assignor desires to retain all rights and be subject to and responsible for all obligations under the Agreement with respect to the remaining Active Lines that are not Assignee Lines (the “**Assignor Lines**”).

### AGREEMENT

As of the Effective Date, the parties agree as follows:


1. Assignor assigns, transfers and conveys to Assignee, all of Assignor’s right, title and interest in and to the Agreement with respect to the Assignee Lines.
2. Assignee assumes and agrees to perform all obligations of Assignor under the Agreement with respect to the Assignee Lines arising from and after the Effective Date, including all obligations to pay those amounts required under the Agreement which are eligible for Emergency Connectivity Fund (the “**ECF**”) reimbursement; provided that, notwithstanding the foregoing, Assignor agrees to pay and remain liable for all amounts required to be paid under the Agreement with respect to the Assignee Lines which are deemed ineligible for ECF reimbursement by USAC. In the event OUSD opts to extend the term of the Agreement with respect to Assignee Lines, OPEF shall have no obligations or liabilities with respect to the additional term, including but not limited to payment for lines and reimbursement.
3. Assignor continues to assume and agrees to continue to perform all obligations of Assignor under the Agreement with respect to the Assignor Lines arising from and after the Effective Date.
4. T-Mobile acknowledges Assignor’s right to assign the Agreement (with respect to the Assignee Lines) to Assignee pursuant to (i) this Assignment Agreement and (ii) the Change of Responsibility (COR) Form attached as Exhibit A hereto and executed by Assignor and Assignee, and consents to Assignor’s assignment of the Agreement to Assignee.
5. All terms and conditions of the Agreement remain in force and govern the relationship between T-Mobile and Assignee with respect to the Assignee Lines, and between T-Mobile and Assignor with respect to the Assignor Lines.
6. **Indemnification by Assignee.** Assignee shall indemnify, defend and hold harmless Assignor and each and all of Assignor’s successors, affiliated entities, and all of such entities’ respective employees, agents, officers and directors from and against any and all liability, claims, demands, causes of action, judgments, costs, taxes, and expenses arising under the Agreement with respect to the Assignee Lines, excluding any and all amounts deemed ineligible for ECF reimbursement by the ECF.
7. **Indemnification by Assignor.** Assignor shall indemnify, defend and hold harmless Assignee and each and all of Assignee’s successors, affiliated entities, and all of such entities’ respective employees, agents, officers and directors from and against any and all liability, claims, demands, causes of action, judgments, costs, taxes, and expenses relating to any and all amounts under the Agreement with respect to the Assignee Lines which are deemed ineligible for ECF reimbursement by USAC.
8. **Privacy.** If Assignee allows end users under the age of 13 to use the Services in connection with the Agreement, Assignee and T-Mobile agree to the terms and representations contained in the “**COPPA Notice Addendum**” attached as Exhibit B to this Agreement. Assignee, and not T-Mobile, will be fully responsible for any claims relating to Assignee’s failure to: (i) properly notify eligible students about any data collection and/or monitoring of use of the Services and Devices; or (ii) collect any necessary consent relating to an eligible student’s use of the Services and Devices.
9. **Emergency Connectivity Fund; SPI Invoicing.** If Assignee or Assignor is participating in the ECF program in connection with the Agreement, such party is solely responsible for ensuring such party’s compliance with all applicable ECF program-related laws, rules, regulations and terms and conditions of participation. Additionally, if Assignee or Assignor has requested that T-Mobile invoice the federal government for reimbursement of the discountable amounts of the ECF equipment and services (i.e., the SPI

invoicing method), such party has read and agrees to the terms and conditions of the Emergency Connectivity Fund Service Provider Invoice (SPI) Affirmation attached as Exhibit C.

- 10. **Electronic Signature; Counterparts.** This Agreement may be executed by electronic signature (including by pdf format) in any number of counterparts (or by combining electronic/or original signatures into one or more counterparts), each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 11. **Governing Law.** This Agreement will be governed by, construed, interpreted and applied in accordance with the laws of the State of California (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).
- 12. Hereinafter the Effective Date, all references to Customer shall refer to Assignee or Assignor (as applicable).

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment Agreement as of the Effective Date.

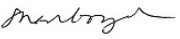
**T-MOBILE USA, INC.:**


DocuSigned by:  
  
 Name: David Bezzant  
 Title: Vice President, T-Mobile for Government  
 Date: 10/14/2021

**OAKLAND PUBLIC EDUCATION FUND**

  
 Name: \_\_\_\_\_  
 Title: **Alexandria Medina**  
 Date: **Executive Director**

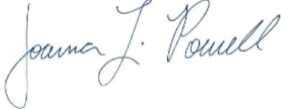
**OAKLAND UNIFIED SCHOOL DISTRICT:**

  
 Name: Shanthi Gonzales  
 Title: President, Board of Education  
 Date: 10/28/2021

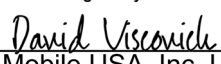
  
 Name: \_\_\_\_\_  
 Title: Kyla Johnson Trammell  
 Secretary, Board of Educaiton  
 Date: 10/28/2021

10/9/2021

Approved as to form by OUSD Staff Attorney  
Joanna Powell on 10/12/2021.




Legal Approved by:

DocuSigned by:  
  
 Name: David Viscovich 10/14/2021  
 T-Mobile USA, Inc. Legal Department  
 T-Mobile CLM1168510



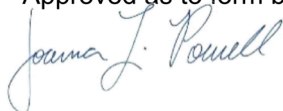
**EXHIBIT A****Change of Responsibility (COR) Form****Change of Responsibility**

This Change of Responsibility ("COR") form will be used when there is a change in both the billing and legal responsibility from one person to a business customer, from one business customer to a person or from one business to another business customer. All fields with an asterisk (\*) must be completed to submit this request. By signing this form, both parties confirm the truth and completeness of the information contained herein.

<b>Section 1 : Account Information</b>			
<b>*Account Number:</b> 970366777 970366809 970366882 970366854 972300695  970366777			
<b>*Mobile Number 1: See mutually-agreed spreadsheet</b>	<b>Mobile Number 2:</b>		
<b>Section 2 : Current Billing Responsible Party / Account Holder</b>			
<b>*Name (Please Print): Alexandria Medina</b> <a href="mailto:alexandria@oaklandfund.org">alexandria@oaklandfund.org</a>	<b>*Corporate Customer Name (if applicable)</b> OAKLAND PUBLIC EDUCATION FUND		
<b>*Signature:</b> 	<b>*Contact Number: 510.221.6968 ext 782</b>		
<b>Section 3 : New Billing Responsible Party</b>			
<b>New Account Number: TBD</b>			
<b>*Corporate Customer Name (if applicable)</b> OAKLAND UNIFIED SCHOOL DISTRICT			
<b>*Address:</b> 1000 Broadway, Suite 300	<b>*City:</b> Oakland		
<b>*State:</b> CA	<b>*Zip:</b> 94607		
<b>*New Customer Email: SUSAN BELTZ <a href="mailto:susan.beltz@ousd.org">susan.beltz@ousd.org</a></b>			
<b>*Work Phone: <a href="tel:510.879.8873">510.879.8873</a></b>	<b>*Home Phone: <a href="tel:510.879.8873">510.879.8873</a></b>		
<b>Data Feature: Empowered2.0 unlimited plan with filtering</b>	<b>New Rate Plan:</b> <table border="1"> <tr> <td>GMIEDUNL</td> </tr> <tr> <td>GEDFLTERO</td> </tr> </table>	GMIEDUNL	GEDFLTERO
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<b>Optional Features:</b>	
<b>Special Instructions/Comments:</b> •Please use mutually-agreed spreadsheet to determine which numbers will be moved over as some numbers on each ban will remain as is.	
<b>Authorized Signer's Name</b> (Please Print):	<b>Signature:</b>

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/12/2021.



**Section 4: Authorization to Transfer EIP Balance**

**Release of EIP Balance**  
**Current Billing Responsible Party/ Contract Holder Signature:**

**Current Billing Responsible Party Email:**

**Device IMEI(s):**

**Acceptance of EIP Balance**  
**New Billing Responsible Party Signature:**

**New Billing Responsible Party Email:**

**Section 5 : Instructions**

Next, follow these 5 easy steps:

**Step 1:** Save this form to your computer.

**Step 2:** Enter the required information for your existing T-Mobile account and the new customer account.

**Step 3:** Sign and Print for your records and to submit to T-Mobile.

**Step 4:** Email both pages of this signed form to [businesscare@t-mobilesupport.com](mailto:businesscare@t-mobilesupport.com).

**Section 6 : Change of Responsibility Terms and Conditions**

**The following terms and conditions apply to this COR Form request.**

**Business customer to Individual Consumer COR:**

By submitting this COR form, the current Billing Responsible Party ("BRP") requests T-Mobile USA, Inc. ("T-Mobile") to process a change of responsibility for the account listed above to the New Billing Responsibility Party ("New BRP"). Before processing the COR, and within 30-days of this COR request, the New BRP will need to agree to T-Mobile's service agreement, the specific rate plan terms, and T-Mobile's Terms and Conditions of Service, which can be viewed at [www.t-mobile.com/terms-conditions](http://www.t-mobile.com/terms-conditions) (collectively "Service Agreement"). A credit check, and deposit may be required. The BRP agrees that it will remain responsible for any and all billing and associated charges on the transferred lines(s) of service prior to completion of the COR process or if the New BRP does not agree to the Service Agreement within 30-days. **Unless transferred, the BRP's Equipment Installment Plan ("EIP") will continue and the BRP will remain responsible for all charges associated with the EIP per the terms and conditions of the EIP agreement. If the BRP account is cancelled after the COR is complete, any unpaid EIP balance will be due in full on the BRP's next statement.** This agreement will not be effective until T-Mobile has approved the change in billing responsibility and the New BRP has been activated in T-Mobile's billing system. The New BRP may be ineligible for any special promotions, discounts, or plans offered on the transferred line(s) of service.

**Individual consumer to business customer COR:**

By submitting this COR form, the current Billing Responsible Party ("BRP") requests T-Mobile USA, Inc. ("T-Mobile") to process a change of responsibility for the account listed above to the New Billing Responsibility Party ("New BRP"). The New BRP agrees to accept full billing and legal responsibility for the transferred line(s) of service and that the transferred line(s) of service will be subject to the terms and conditions of the New BRP's Master Corporate Service Agreement, Business Sales Amendment, Corporate Order Form, or Small Business Service Agreement (collectively "Business Agreement"). The BRP agrees that it will remain responsible for any and all billing and associated charges on the transferred lines(s) of service prior to completion of the COR process. **Unless transferred, the BRP's Equipment Installment Plan ("EIP") will continue and the BRP will remain responsible for all charges associated with the EIP per the terms and conditions of the EIP agreement. If the BRP account is cancelled after the COR is complete, any unpaid EIP balance will be due in full on the BRP's next statement.** This agreement will not be effective until T-Mobile has approved the change in billing responsibility and the New BRP has been activated in T-Mobile's billing system. The New Customer may be ineligible for any special promotions, discounts, or plans offered on the transferred line(s) of service.

**Business customer to business customer COR:**

**By submitting this COR form, the current Billing Responsible Party ("BRP") requests T-Mobile USA, Inc. ("T-Mobile") to process a change of responsibility for the account listed above to the New Billing Responsibility Party ("New BRP"). The New BRP agrees to accept full billing and legal responsibility for the transferred line(s) of service and that the transferred line(s) of service will be subject to the terms and conditions of the New BRP's Master Corporate Service Agreement, Business Sales Amendment, Corporate Order Form, or Small Business Service Agreement (collectively "Business Agreement"). The BRP agrees that it will remain responsible for any and all billing and associated charges on the transferred lines(s) of service prior to completion of the COR process. Unless transferred, the BRP's Equipment Installment Plan ("EIP") will continue and the BRP will remain responsible for all charges associated with the EIP per the terms and conditions of the EIP agreement. If the BRP account is cancelled after the COR is complete, any unpaid EIP balance will be due in full on the BRP's next statement. This agreement will not be effective until T-Mobile has approved the change in billing responsibility and the New BRP has been activated in T-Mobile's billing system. The New Customer may be ineligible for any special promotions, discounts, or plans offered on the transferred line(s) of service.**

**The following terms and conditions apply to**

**this COR Form request. Bulk COR:**

By submitting this COR form, the current Billing Responsible Party ("BRP") requests T-Mobile USA, Inc. ("T-Mobile") process Change of Responsibility ("COR") porting requests, which transfer billing and legal responsibility for the lines of service from the individuals or business identified on the attached spreadsheet ("Authorized Persons") to Customer. To facilitate this COR request, Customer will complete the following steps:

1. Attach a list which includes the Authorized Person's name or Business Name and the specific line(s) of Service to be transferred ("Transferred Lines of Service") to Customer; and
2. Ensure each Authorized Person calls T-Mobile Business Care/TFB TEX to complete the transfer of legal and billing responsibilities within 30 days of the date of this COR letter. Customer will be solely responsible for contacting, and ensuring that, the Authorized Persons contact Business Care or TFB TEX within 30 days of submitting this COR letter, to facilitate the COR port request or this request will be cancelled as to that Authorized User(s). Customer will indemnify, defend and hold T-Mobile harmless from any and all claims raised by such Authorized Person(s) related to transferring such Authorized Person(s)' existing line of Service to the Customer Master Account. Customer acknowledges and agrees that it will accept full billing and legal responsibility for all lines of Service (including any associated balances) requested to be transferred to Customer's Master Account by any Authorized Person(s), and such transferred lines of Service are subject to the terms and conditions of Customer's Master Corporate Service Agreement, Business Sales Amendment, or the Corporate Order Form (collectively, "Agreement") between Customer and T-Mobile. Customer agrees that if an Authorized Person(s) transfers their Equipment Installment Plan ("EIP"), the EIP agreement will continue and Customer will be responsible for all charges associated with the EIP per the terms and conditions of the EIP agreement. If Customer's cancels the account after the COR is complete, any unpaid EIP balance will be due in full on Customer's next statement.

**Note:** If approved, the transfer of BRP's EIP balance to the New BRP will not be effective until a new EIP agreement has been executed by the New BRP.

**EXHIBIT B**

**COPPA Notice Addendum**

T-Mobile is providing Customer with direct notice of its data collection, use and disclosure practices set forth below that relate to the Service(s). Customer has read this notice and has obtained or will obtain permission to consent on behalf of parents and guardians of children under 13 to the collection, use and disclosure practices described below, and authorizes T-Mobile to engage in such practices.

**Direct Notice of T-Mobile's Data Collection, Use, and Disclosure Practices**

We need your consent to collect personal information from your child(ren) in connection with the T-Mobile for Education service. We will not collect, use, or disclose any personal information from children under 13 if you do not provide such consent. This privacy notice describes the personal information we collect and how we use it. The Federal Trade Commission has stated that a district or school may consent to such data collection, use, and disclosure on behalf of the parent or guardian to the extent such data collection, use, and disclosure is to provide services solely for the benefit of the school.

T-Mobile intends to collect the following personal information from your child(ren):

- Data Usage: T-Mobile tracks quantity of broadband internet data usage to have that usage total counted against applicable data usage/streaming limits, if any. As part of delivering this service, T-Mobile also receives the IP address associated with the websites visited.
- Unique identifiers: T-Mobile collects a device and network identifier to authenticate the device on our network and provide the service.
- Bandwidth data: T-Mobile may share device-level bandwidth data with the educational institution at the educational institution's specific request, to allow the educational institution to stay informed on devices that exceed applicable data usage/streaming limits.

T-Mobile uses this personal information only to provide internet connectivity and perform internal analytics. T-Mobile may disclose this personal information to its service providers for assistance in delivering the service, and they must treat this information as confidential and use it only for the purposes for which T-Mobile engaged them. T-Mobile will not disclose information that may be associated with your child to any other entities.

Please be advised that T-Mobile provides connectivity to the general internet through the T-Mobile for Education service. That connectivity allows children to access websites that may involve data collection by third parties. T-Mobile is not responsible for the data collection activities of these third parties and you should carefully monitor your child's use of the service.

For more information, please visit "Our Privacy Policies" at <https://www.t-mobile.com/privacy-center/our-practices>.

**EXHIBIT C**  
**Emergency Connectivity Fund**  
**Service Provider Invoice (SPI) Affirmation**

T-Mobile U.S. Inc. (NASDAQ: TMUS) America's supercharged Un-carrier, is participating in the Emergency Connectivity Fund (ECF), a \$7.17 billion, federally funded, program that will help schools and libraries close the Homework Gap by providing funding for the reasonable costs of laptop and tablet computers; Wi-Fi hotspots; modems; routers; and broadband connectivity purchases for off-campus use by students, school staff, and library patrons in need during the COVID-19 pandemic.

ECF allows for participating schools and libraries to seek reimbursements for eligible service and equipment either directly from the government (BEAR invoicing method) or by requesting that the service provider invoice the government (SPI invoicing method). T-Mobile is participating in the SPI invoicing method for this program.

**If requested to do so by the school or library, T-Mobile is willing to invoice the federal government rather than the school or library for payment.** You must specify at the application stage which invoicing method you would like to use. If your school or library would like to use the SPI invoicing method, you must also submit evidence of T-Mobile's willingness, and may use this statement as an affirmation that T-Mobile is participating in SPI when completing your Form 471. We affirm our willingness to participate in the SPI invoicing method subject to the following:

Prior to the start of service and receipt of equipment, if any, Customers who select the SPI invoicing method will enter into and execute an applicable T-Mobile services contract for the provision of ECF broadband connectivity services. T-Mobile will file the SPI Form to request reimbursement for the discountable amounts of the ECF eligible equipment and services. Customer is responsible for all charges related to any ineligible equipment and services or services obtained but not contained in the description of the service commitment request or decision. Until the Universal Service Administrative Co. (USAC) has issued a funding commitment, Customer agrees to pay the balance in full as billed by T-Mobile. Customer must elect SPI to be billed only the non-discounted portion. Customer account credits applied may be estimates subject to true-up in a later billing period. Customer is responsible for all charges incurred until and unless ECF funding is approved and disbursed by USAC, at which time Customer will remain responsible for all ineligible services, feature charges, and any other ECF program amounts unfunded, including equipment. Also, Customers who chose the SPI invoicing method should be aware that if ECF funding ends before the term of their services contract, they will be subject to the agreed rate of service for the remainder of the contract, net of any subsidy.

For more information about ECF, please refer to the [FCC ECF](#) or [USAC ECF](#) websites.

**T-Mobile SPIN #:143026181**

**T-Mobile FRN #: 0004121760**

**T-Mobile DUNS #: 06-852-8376**

**T-Mobile Tax ID: 91-1983600**

## T-Mobile for Education EmpowerED Agreement (with Device Subsidy) 3-year Term

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below (“**Agreement Effective Date**”), is by and between T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**” or “**Contractor**”), and Oakland Public Education Fund, a(n) California non-profit public benefit corporation, with its principal place of business at 520 3<sup>rd</sup> Street, Suite 109, Oakland, CA 94612 (“**Customer**”).

**1. Term.** The term of this Agreement is for 36 months from Agreement Effective Date and each line of Service will have a 2-year term from date of activation (“Term”).

**2. Underlying Agreement.** Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer’s purchase and use of the Services will be governed by this Agreement and by this Agreement and the NASPO ValuePoint Contract No. MA176 (“Master Agreement”).

- NASPO ValuePoint Contract No. MA176
- General Services Administration Contract Number GS35F0503M
- California Network and Telecommunications Program Contract c4-CVD-19-001-01
- Commonwealth of Massachusetts Contract ITT46
- State of New York Office of General Services Agreement Contract No. PS64727
- State of Ohio Department of Administrative Master Service Agreement MSA0039
- State of Texas Department of Information Resources Contract #DIR-TSO-3416
- [Other, please specify]\_\_\_\_\_

**(a)** The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

**3. Offer/Pricing. Mobile Rate Plans include Mobile Device as listed below:**

- Discounted or free mobile Internet devices dependent on rate plan as described below.

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Subsidy/line**
2GB	\$0	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$0 subsidy
2GB	\$10	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$100 subsidy/line
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	\$200 subsidy/line

\*\*This internet connectivity device offer is subject to inventory availability;

\* Prices above do not include applicable taxes and surcharges; not qualified for any further aggregate volume discount.

4. **Total Order.** Customer agrees to order the following lines of Service and, if applicable, Devices. Amounts below do not include any applicable taxes and surcharges:

Total # of Lines of Service <sup>2</sup>	Rate Plan (check applicable rate plan)	Term Length	Total Service Charge for Term	Pre-Subsidy Cost per Device <sup>3</sup>	Total Pre-Subsidy Cost of Devices	Total Subsidy Amount to Customer under T-Mobile EmpowerED Program (Subsidy from Section 3 x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement <sup>1</sup>
10,000	<input type="checkbox"/> \$0* <input type="checkbox"/> \$10 <input checked="" type="checkbox"/> \$20	24 Months	\$4,800,000	\$0	\$0	\$2,000,000	\$2,800,000

<sup>1</sup>Total Customer Commitment for Service and Device is equal to the Total Service Charge for Term added to the Total Pre-Subsidy Cost of Device subtracted from the Total Subsidy Amount to Customer under the T-Mobile EmpowerED Program.

<sup>2</sup>Customer has agreed to an initial order of a minimum of 10,000 lines of Service (with accompanying Devices), but may increase its aggregate order to up to a total of 25,000 lines of Service (with accompanying Devices) under this T-Mobile for Education Agreement, at the same pricing/subsidy per line and same Device type and cost (Coolpad Surf), all pursuant to the terms and conditions of this T-Mobile for Education Agreement (and subject to inventory availability).

<sup>3</sup>T-Mobile and Customer acknowledge and agree that Customer will incur a charge of \$55 (not including any applicable taxes) for each replacement device purchased by Customer in connection with this T-Mobile for Education Agreement (i.e., requires replacement device be same make/model as the original lost, stolen, or damaged Device – Coolpad Surf). \$55 price only applies to lost, stolen or damaged Devices and is not applicable to upgraded devices.

5. (a) **Requirements to qualify for Device Discount/Subsidy:**

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the “**Device Discount/Subsidy Term**”);
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in Section (c) below;
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer’s account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy as set forth below in Section (c). Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

(b) **Device Discount/Subsidy on Customer’s Master Account.** Subject to the requirements in the Section above, T-Mobile will issue the Device Discount/Subsidy when Customer submits an order to T-Mobile under its Master Account.

(c) **Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment.** If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/24<sup>th</sup> of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of



the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer's monthly bill.

**6. Primary Contacts:** The primary contact individuals for this Agreement are as follows (or their named successors):

**T-Mobile/Contractor**

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	<a href="mailto:David.Bezzant@T-Mobile.com">David.Bezzant@T-Mobile.com</a>

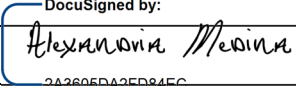
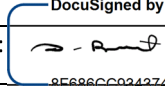
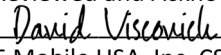
**For Legal Notice – send a copy to:**

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006

**Customer:**

Name of School/ Contact Name:	Oakland Public Education Fund
Address:	520 3 <sup>rd</sup> Street, Suite 109, Oakland, CA 94612
Telephone:	(510) 221-6968
Email:	<a href="mailto:ali@oaklandedfund.org">ali@oaklandedfund.org</a>

This Agreement is executed by each Party's authorized representative as of the Agreement Effective Date.

<b>Customer: Oakland Public Education Fund</b> DocuSigned by:	<b>Contractor: T-Mobile USA, Inc.</b> DocuSigned by:
Signature: 	Signature: 
Printed Name: Ali Medina <small>2A3605DA2FD84EC...</small>	Printed Name: David Bezzant <small>8F686CC0343743C...</small>
Title: Interim Executive Director	Title: Vice President
Date: July 24, 2020	Date: 7/27/2020
	Reviewed and Acknowledged:  T-Mobile USA, Inc. CSCA Representative



## **The State of Utah**

Department of Administrative Services

Division of Purchasing and General Services

In conjunction with



## **Request for Proposal**

Utah Solicitation Number # CJ18012

**Wireless Data, Voice, and Accessories**

August 13, 2018



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## RFP Administrative Information

RFP Title:	Next Generation Wireless
RFP Project Description: (See Section 1.1)	The State of Utah in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide Wireless Data, Voice and Accessories.
RFP Lead: (See Section 1.2)	<b>Christopher T. Jennings</b> State of Utah, Division of Purchasing and General Services 3150 State Office Building, Capitol Hill Salt Lake City, Utah 84114 ctjennings@utah.gov 801-538-3157
Submit electronically via Utah Public Procurement Place: (See Section 2.10)	Electronic Submission: <a href="#">Utah Public Procurement Place</a>
Pre-Proposal Conference:  Pre-Proposal Conference Location: By Video/Phone. Event will be recorded and posted to the posting as an addendum (See Section 2.3)	<b>NASPO ValuePoint Wireless Data, Voice, and Accessories Pre-Proposal Conference</b> Wed, Sep 5, 2018 10:00 AM - 12:00 PM MDT  <b>Please join my meeting from your computer, tablet or smartphone.</b> <a href="https://global.gotomeeting.com/join/581760645">https://global.gotomeeting.com/join/581760645</a>  <b>You can also dial in using your phone.</b> United States (Toll Free): 1 866 899 4679 United States: +1 (669) 224-3318  <b>Access Code: 581-760-645</b>  <b>Joining from a video-conferencing room or system?</b> Dial: 67.217.95.2##581760645 Cisco devices: <a href="https://link.gotomeeting.com/system-check">581760645@67.217.95.2</a>  First GoToMeeting? Let's do a quick system check: <a href="https://link.gotomeeting.com/system-check">https://link.gotomeeting.com/system-check</a>
Deadline To Receive Questions: (See Sections 1.3 and 2.1)	September 17, 2018 at 5 P.M. Mountain Time
Question & Answers: (See Section 2.1)	All questions, including those about Terms and Conditions, must be submitted through the Utah Public Procurement Place (SciQuest). Question must be submitted by the question deadline date
RFP Closing Date: (See Section 1.3)	September 25, 2018
RFP Closing Time: (See Section 1.3)	2 P.M. Mountain Time

Initial Term of Contract and Renewals:  
(See Attachment A, Section 3)

The initial term of the Contract will be five (5) years with the ability to extend up to five (5) additional years. Upon mutual agreement, the contract may be extended or amended.

**TAKE NOTE OF THE NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 6 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.**

**REQUEST FOR PROPOSAL**  
**Wireless Data, Voice, and Accessories**  
**Solicitation # CJ18012**

## **Section 1: NASPO ValuePoint Solicitation - General Information**

### **1.1. Purpose**

The State of Utah Division of Purchasing and General Services (“Lead State”) is requesting proposals for Next Generation Cellular Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Offerors to provide Cellular Voice, Data and Accessories for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual chief procurement official and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be 5 (Five) years with renewal provisions for an additional 5 (Five) as outlined in Section 3 of the NASPO ValuePoint Master Terms and conditions (Attachment A).

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This will be a replacement for expiring contracts, Master Agreement # 1907 for the State of Nevada and NASPO ValuePoint.

### **1.2. Lead State, Solicitation Number and Lead State Contract Administrator**

The State of Utah, Division of Purchasing and General Services (the “Lead State”) is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # CJ18012. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the Single Point of Contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Utah, Division of Purchasing and General Services is:

Christopher T. Jennings, J.D.  
State Contract Analyst  
State of Utah  
Division of Purchasing and General Services  
3150 State Office Building, Capitol Hill  
Salt Lake City, Utah 84114  
ctjennings@utah.gov  
801-538-3157

### 1.3 Schedule of Events

Solicitation Release:	August 13, 2018
Pre-Proposal Conference:	August 30, 2018
Question Deadline:	September 17, 2018 at 5 P.M. Mountain Time
Closing Date and Time:	September 25, 2018 at 2 P.M. Mountain Time
Anticipated Award Date:	TBD

All times are Mountain Time (MT) unless indicated otherwise.

### 1.4. Definitions

The following definitions apply to this solicitation. Attachment A also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

**Lead State** means the State conducting this cooperative procurement, evaluation, and award.

**Offeror** means the company or firm who submits a proposal in response to this Request for Proposal.

**Proposer** has the same meaning as Offeror.



**Proposal** means the official written response submitted by an Offeror in response to this Request for Proposal.

**Request for Proposal or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

### **1.5. NASPO ValuePoint Background Information**

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites [www.naspovaluepoint.org](http://www.naspovaluepoint.org) and [www.naspo.org](http://www.naspo.org).

### **1.6. Participating States**

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Alabama, Alaska, Arizona, Colorado, Connecticut, Hawaii, Idaho, Illinois, Louisiana, Maine, Maryland, Missouri, Montana, Nevada, New Jersey, New Mexico, North Dakota, Oregon, South Dakota, Utah, Vermont, and Washington. Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate *other States'* terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in Attachment P.

### **1.7. Anticipated Usage**

Attachment O contains the historical usage data from the previous contract and anticipated usage from additional states who have indicated an interest in participating. No minimum or maximum level of sales volume is guaranteed or implied.



## **Section 2: Solicitation Requirements, Information and Instructions to Offerors**

### **2.1 RFP Question and Answer Process**

All questions, including those about Terms and Conditions, must be submitted through the Q&A Board on posting #CJ18012 on the Utah Public Procurement Place. Questions must be submitted by the question deadline date and time shown in Section 1.3 (Schedule of Events). Answers will be given via the the Utah Public Procurement Place Q&A Board as soon as possible.

The Lead State may refuse to answer questions received after the Question/Answer deadline.

The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offerors are cautioned about including context in questions that may reveal the source of questions.

### **2.2 RFP Addenda**

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Utah Public Procurement Place to obtain RFP addenda or other information relating to the RFP.

### **2.3 Pre-Proposal Conference**

#### **NASPO ValuePoint Wireless Data, Voice, and Accessories Pre-Proposal Conference**

Wed, Sep 5, 2018 10:00 AM - 12:00 PM MDT

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/581760645>

**You can also dial in using your phone.**

United States (Toll Free): 1 866 899 4679

United States: +1 (669) 224-3318

**Access Code: 581-760-645**

### **Joining from a video-conferencing room or system?**

Dial: 67.217.95.2##581760645

Cisco devices: [581760645@67.217.95.2](tel:581760645@67.217.95.2)

First GoToMeeting? Let's do a quick system check:

<https://link.gotomeeting.com/system-check>

Attendance at the conference is optional. A recording of the pre-proposal conference will be provided via an addendum posted in SciQuest to solicitation CJ18012.

### **2.4 Proposal Due Date**

Proposals must be received by the posted Closing date and time as described in the Schedule of Events in Section 1.3 of this RFP. Proposals received after the deadline will be late and rejected.

### **2.5 Cancellation of Procurement**

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

### **2.6 Governing Laws and Regulations**

This procurement is conducted by the Lead State, in accordance with the Utah Procurement Code. These are available at [purchasing.utah.gov](http://purchasing.utah.gov).

This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Utah. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in Attachment A.

### **2.7 Firm Offers**

Responses to this RFP, including proposed costs, will be considered firm for (90) days after the proposal due date.

### **2.8 Right to Accept All or Portion of Proposal**

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint Cooperative Purchasing Program. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

## **2.9 Proposal Content and Format Requirements**

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements.

## **2.10 Proposal Submission Instructions**

The State of Utah has partnered with SciQuest to distribute and receive bids and proposals. SciQuest is an online bidding service designed to streamline the bidding process for buyers and suppliers. In order to access the State of Utah's bids online, you will need to register as a vendor on the SciQuest Utah Supplier Portal:

[https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah.](https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah)

Proposals must be received electronically by the posted Closing date and time. Proposals received after the deadline will be late and rejected.

Electronically submitted proposals must be submitted through the Utah Public Procurement Place (SciQuest), at the above web address.

Electronic proposals may require uploading of electronic attachments. SciQuest will accept a wide variety of document types as attachments. However, the State is unable to view certain attachments. Therefore, DO NOT submit attachments that are movies, wmp, encrypted, or mp3 files. All attachments must be uploaded in SciQuest as separate files. All attachments shall be submitted in a format acceptable to the Lead State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). There is no requirement for minimum number of files, however please keep each individual file under 25 MB in size.

Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate their response; as the Lead State will print uploaded documents for evaluation in the manner received via SciQuest.

## **2.11 Required Format**

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP.

1. **Executive Summary.** The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary.
2. **Technical Response.** This section should constitute the Technical response of the proposal and must contain at least the following information:
  - A. A complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.
  - B. A specific point-by-point response, in the order listed, to each requirement in the RFP and scope of work.
3. **Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the Lead State to the specific area of this protected Information section.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

The Cost Proposal is to be submitted as a separate document. Inclusion of any cost or pricing data within the technical proposal may result in the Proposal being deemed non-responsive.

## 2.12 Confidential or Proprietary Information

The Government Records Access and Management Act (GRAMA), UCA § 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information specified in UCA § 63G-2-309 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in UCA § 63G-2-309;

\* \* \* \* \*

(6) records, the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, after the contract or grant has been awarded and signed by all parties, ...

Pricing may not be classified as confidential or protected and will be considered public information after award of the contract.

Process for Requesting Non-Disclosure: Any Offeror requesting that a record be protected shall include with the proposal a Claim of Business Confidentiality. To protect information under a Claim of Business Confidentiality, the Offeror must complete the Claim of Business Confidentiality form with the following information:

1. Provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to the state, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (UCA § 63G-2-309(1)).
3. Submit an electronic "redacted" (excluding protected information) copy of the record. The redacted copy must clearly be marked "Redacted Version."

The Claim of Business Confidentiality Form may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY", and if so identified, shall be considered non-responsive unless the Offeror removes the designation.

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be business confidential or protected information, the Offeror must submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes, clearly marked as "Protected Business Confidential."

The Lead State and NASPO ValuePoint are not liable or responsible for the disclosure of any confidential or proprietary information if the Offeror fails to follow the instructions of this section.

## 2.13 Offeror Exceptions to Terms and Conditions

Any contract resulting from this RFP will include the NASPO ValuePoint Master Agreement Terms and Conditions (Master Agreement Terms and Conditions), Attachment A, including Exhibits to Attachment A.

Exceptions and/or additions to the Master Agreement Terms and Conditions and other requirements of this RFP are strongly discouraged. Any exception and/or addition regarding the **Master Agreement Terms and Conditions** must be made in the Offeror's proposal. **The Lead State will not consider proposed modifications and/or additions to the Master Agreement Terms and Conditions after the deadline for proposals.** Exceptions and/or additions regarding the Master Agreement Terms and Conditions or other RFP provisions must contain the following:

1. The rationale for the specific requirement being unacceptable to the Offeror submitting the exception and/or addition;
2. Recommended verbiage for the Lead State's consideration that is consistent in content, context, and form with the Master Agreement Terms and Conditions;
3. Explanation of how the Lead State's acceptance of the recommended verbiage is fair and equitable to both the Lead State, the Participating Entities, and to the Offeror submitting the modification and/or exception.

Offerors may not submit requests for exceptions and/or additions by reference to an Offeror's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Q&A period regarding the Master Agreement Terms and Conditions.

The Lead State may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts; and to warranties, insurance, or indemnification provisions that are necessary to protect the procurement unit after consultation with the Attorney General's Office or other applicable legal counsel, including a Participating Entity.

For the RFP, the Lead State reserves the right to negotiate exceptions and/or additions to terms and conditions in a manner resulting in expeditious resolutions. This process may include beginning negotiations with the qualified Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed; however, all of the resulting Master Agreement(s) will terminate on the same date.

If negotiations are required, Offeror must provide all documents **in Microsoft Word format** for redline editing. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

An award resulting from the RFP is subject to successful contract terms and conditions negotiation (if required). The Lead State, at its sole discretion, will determine when



contract terms and conditions negotiations become unproductive and will result in termination of award to that Offeror.

#### **2.14 Certification of Non-Debarment**

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

## **Section 3: Evaluation and Award**

### **3.1 Right to Waive Minor Irregularities**

The State of Utah Chief Procurement Officer reserves the right to waive minor informalities as well as minor deviations. The Lead State also reserves the right to seek clarification on any proposal response.

### **3.2 Discussions with Offerors – Oral Presentations**

In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The Lead State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

### **3.3 Award of Master Agreement(s)**

Award shall be made to the responsive responsible Offeror(s) whose proposal(s) receive the minimum point thresholds and provides a Cost Proposal form (Attachment C). The Lead State anticipates awarding multiple Master Agreements. The award of Master Agreement(s) will be made without regard to any preference for Utah suppliers. Participating Entities, including the State of Utah, may take local preferences into consideration when determining if they will enter into a Participating Addendum with a Contract Vendor to which a Master Agreement has been awarded.

### **3.4 Evaluation Process**

In responding to this Solicitation, Offerors must identify and describe all of the Solutions that are contained in their proposals. There are 4 award categories. Offerors must indicate on Attachment W which categories their proposal covers.

- 3.4.1 Please see attachment B, Section 3 for all minimum mandatory, technical Scorable criteria and costsheet requirements for this solicitation.

### **3.5 Notice of Intent to Award**

After final selections are made, the Lead State will issue an intent-to-award announcement by letter to all responsive Offerors.

### **3.6 Protest Process**

Offerors are directed to Utah Code Part 16 and Utah Administrative Code Rule R16 available at:

<http://le.utah.gov/xcode/Title63G/Chapter6a/63G-6a-S1601.html> and  
<http://www.rules.utah.gov/publicat/code/r033/r033-016.htm> for available protest processes.

### **3.7 Post Award Formalization of the Master Agreement**

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

If no Master Agreement is reached with the apparent awardee, the Lead State may negotiate with other Offerors or elect to make no award under this RFP.

### **3.8 Publicizing Award(s)**

The Lead State shall, on the next business day after the award of a contract(s) is announced, make available to each Offeror and to the public a written statement that includes:

- (a) the name of the offeror to which the contract is awarded and the total score awarded by the evaluation committee to that offeror;
- (b) the justification statement under UCA § 63G-6a-708, including any required cost-benefit analysis; and
- (c) the total score awarded by the evaluation committee to each offeror to which the contract is not awarded, without identifying which offeror received which score.

## **Section 4: Mandatory and Technical Requirements**

## **4.1 Minimum Mandatory Requirements**

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

Minimum Mandatory Requirements are found on Attachment D.

## **4.2 Technical Scoreable Criteria**

This section contains the criteria which will be scored in the evaluation phase.

Technical Scoreable Criteria are found on Attachment E.

## **4.3 Administrative Requirements**

This section contains requirements that must be met in order to be considered for award.

Administrative Requirements are:

### **4.3.1 NASPO ValuePoint Master Agreement Statement of Compliance**

The NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Attachment A and Lead State specific terms and conditions required to execute a master agreement, the scope of work (Attachment B) and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offeror will be bound to all the terms and conditions when executing a Master Agreement as shown in Attachment A. Offeror must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (Attachment A).

### **4.3.2 Insurance**

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

### **4.3.3 NASPO ValuePoint Administrative Fee and Reporting Requirements**

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 7 of the NASPO ValuePoint Master Agreement Terms and Conditions.

Offeror shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

### **4.3.4 NASPO ValuePoint eMarket Center**

To be eligible for award, the Offeror agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest, doing business as JAGGAER (and any authorized agent or successor entity to JAGGAER) to integrate its presence in the NASPO ValuePoint eMarket Center either through unique ordering instructions. Refer to Attachment A, Section 9, NASPO ValuePoint Master Agreement Terms and Conditions for the prescribed requirements.

Those terms and conditions require as a minimum that the Offeror agrees to participate in development of ordering instructions.

### **4.3.5 Promotion of the NASPO ValuePoint Master Agreement**

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint Cooperative Procurement Program. Technical and management evaluation factors may include evaluation of: the likely effectiveness of the Offeror's promotion of the Master Agreement; the Offeror's understanding of and approach to administration of and reporting under the Master Agreement; the risk that Offeror's contractual obligations to other procurement cooperatives' may impede achievement of the objectives of the ValuePoint cooperative procurement program, in which case awards could be Lead-State-Only awards. In this regard,

- a. Briefly describe how you intend to promote the use of the Master Agreement.
- b. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?
- c. Public entities are sensitive to "scope" issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of

promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?

- d. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging contractor's in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?
- e. Does your company participate in any other public procurement cooperatives? If yes, explain any restrictions or requirements that other cooperatives place on your company for participating with NASPO ValuePoint.

#### **4.3.6 Usage Fee and Reporting Plan**

Offerors shall include in their proposals a detailed plan for meeting the usage fee and reporting requirements of NASPO ValuePoint and Participating States as outlined in Attachment B, Scope of Work. All information within the plan must be kept current, with NASPO ValuePoint and the Lead State Contract Administrator being notified of any changes to the usage fee and reporting plan immediately.

The plan shall include but not be limited to the following components:

- a. Offerors shall identify the person responsible for providing the mandatory usage reports.
- b. Offerors shall identify the method and frequency in which usage data will be collected from authorized distributors.
- c. Offerors shall identify the method in which usage fees will be distributed to NASPO ValuePoint and applicable Participating States.
- d. Offerors shall identify the method in which up-to-date information will be provided to NASPO ValuePoint and the Lead State Contract Administrator.

#### **4.3.7 Lead State Terms and Conditions**

The Lead State has no additional Terms and Conditions for the Master Agreement.

#### **4.3.8 Participating State Terms and Conditions**

For informational purposes only, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offeror shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

#### **4.3.9 Technical Requirements**

The technical requirements pertaining to the Wireless Voice, Data, and Accessories RFP are found in Attachments B, C, D, and E. Offeror must identify in their Proposal how their company meets (or exceeds) all requirements listed in this RFP solicitation.

#### **4.3.10 Offeror Profile**

Provide the following information specific to your company:

- a. Your company's full legal name
- b. Primary business address
- c. Describe your company ownership structure
- d. Employee size (number of employees)
- e. Website
- f. Sales contact information
- g. Your client retention rate during the past 3 years
- h. A brief history of your company and the year it was founded
- i. Describe your company's growth during the past three years.

#### **4.3.11 Supplemental Questions**

1. Is Offeror presently or has Offeror ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local?
2. Offeror acknowledges that it must acquire and maintain all applicable federal, state, and local licenses before the contract is entered into. Licenses must be maintained

throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: [www.commerce.utah.gov](http://www.commerce.utah.gov).

3. Does Offeror have an outstanding tax lien in the State of Utah? If yes, Offeror must provide a statement regarding its debarment or suspension.

## **Section 5: Price and Cost Proposal**

The Cost Proposals will be evaluated independent of the technical evaluation. Cost proposals must be submitted to the Lead State as a separate document in the Offerors' Proposals. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment C.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by Attachment C, Cost Sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, taxes shall be included as a separate line item on a Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.

### **5.1 Price and Rate Guarantee Period**

All prices and rates offered shall be guaranteed for the initial term of the Master Agreement. Any request for price or rate adjustment following the initial Master Agreement term is detailed in Section 11 of the NASPO ValuePoint Master Agreement Terms and Conditions.





# STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

T-Mobile USA, Inc.

Name

12920 SE 38th Street

Street Address

Bellevue

WA

98006-1350

City

State

Zip

Vendor # 94253A Commodity Code #: 72551, 91579 Legal Status of Contractor: For-Profit Corporation

Contact Name: David Bezzant Phone Number: +1 602-512-5006 Email: David.Bezzant@T-Mobile.com

2. CONTRACT PORTFOLIO NAME: NASPO ValuePoint Wireless Data, Voice, and Accessories.

3. GENERAL PURPOSE OF CONTRACT: Wireless Data, Voice, and Accessories.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY 2019, Solicitation# CJ18012

5. CONTRACT PERIOD: Effective Date: Monday, July 01, 2019. Termination Date: Sunday, June 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract.

6. Administrative Fee (if any): 0.25% on Corporate/Government Responsible (CRU) accounts and 0.10% on all Individual Responsible (IR.

7. Prompt Payment Discount Details (if any): 5 Year contract that may be extended an additional 5 years.

- 8. ATTACHMENT A: Master Terms and Conditions
- ATTACHMENT AA: Contractors Supplemental Terms and Conditions
- ATTACHMENT B: Scope of Work
- ATTACHMENT C: Cost Sheet
- ATTACHMENT G: Plan Description
- ATTACHMENT H: Award Category 1 Reporting Template
- ATTACHMENT I: Award Category 2 Reporting Template

- ATTACHMENT J: Award Category 3 Reporting Template
- ATTACHMENT L: Network Technology Questionnaire
- ATTACHMENT M: New Product Request Form
- ATTACHMENT N: New Product Log
- ATTACHMENT S: Security Disclosures
- ATTACHMENT V: Award Category Sheet
- ATTACHMENT W: Award Category Sheet

**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**

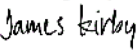
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #CJ18012.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.


IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

### CONTRACTOR

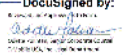
DocuSigned by:  
  
 548F389356F9490  
 Contractor's signature 7/17/2019  
 Date

James Kirby  
 Type or Print Name and Title Vice President

### DIVISION OF PURCHASING

  
 Director, Division of Purchasing Aug 16, 2019  
 Date

Reviewed and Approved as to Form:

DocuSigned by:  
  
 0B531AD8CE0C41C...  
 T-Mobile USA, Inc. Legal Dept. 7/17/2019



## **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**

### **1. Master Agreement Order of Precedence**

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Specifications or Statement of Work;
- (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State, including Contractor's Special Terms and Conditions, attached as Attachment AA.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

### **2. Definitions**

**Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

**Contractor** means the person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.

**Embedded Software** means one or more software applications which permanently reside on a computing device.

**Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO) a non-profit organization formed in 1947 to promote public procurement throughout the country. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and the NASPO ValuePoint administrative fee; and may perform contract administration functions relating to collecting and receiving reports and fees, as well as other contract administration functions as assigned by the Lead State.

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Services and/or Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

**Products** means any equipment, software (including Embedded Software), documentation, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement.

**Purchasing Entity** means a state (as well as the District of Columbia and U.S. territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states authorized to place an Order under the terms of this Master Agreement, that issues a Purchase Order against this Master Agreement.

**Services** mean wireless service plans and related installation and maintenance services or other solutions.

## **NASPO ValuePoint Program Provisions**

### **3. Term of the Master Agreement**

a. The initial term of this Master Agreement is for Five (5) years. This Master Agreement may be extended beyond the original contract period for up to Five (5) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time in adherence to the Lead State's Procurement Code, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

### **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

### **5. Participants and Scope**

a. Contractor may not deliver Products and perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed; unless another method of ordering is authorized by NASPO ValuePoint. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Purchasing Entity, except to the extent altered, modified, supplemented or amended by a Participating Addendum or Purchase Order. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by a Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief

Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum or placement of a Purchase Order is not a determination that procurement authority exists in the Participating Entity; each entity must ensure that they have the requisite procurement authority to execute a Participating Addendum or place an order under the Master Agreement.

g. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products and Services (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: transfer between public agencies;

payments by employees of a Purchasing Entity for Products or Services; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

## **6. Administrative Fees**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of 0.25% on Corporate/Government Responsible (CRU) accounts and 0.10% on all Individual Responsible (IRU) accounts no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of Products and Services for both Corporate/Government Responsible (CRU) and Individual Response (IRU) accounts under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## **7. NASPO ValuePoint Summary and Detailed Usage Reports**

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state for Government Responsible accounts. A separate report shall be submitted and reported as cumulative totals by state for Individual Responsible (IRU) accounts. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than forty-five (45) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data using the format provided in Attachments H, I, J and K. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint no later than forty-five (45) days after the

end of the reporting period. Reports shall be delivered to the Lead State and to NASPO ValuePoint electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide NASPO ValuePoint with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary. The executive summary is due forty-five (45) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel, to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for

possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 27, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than one year after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 27 or to terminate for default pursuant to section 29.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any public sector contracts or Cooperative Purchasing Agreements that will adversely affect the promotion of this Master Agreement or whose terms specifically provide for material adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions, subject to any applicable confidentiality obligations.

## **9. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **10. Price and Rate Guarantee Period**

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an



equal guarantee period, and must be made at least (90 Days) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

## **11. Individual Customers**

Except to the extent modified by a Participating Addendum or Purchase Order, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## **Administration of Orders**

### **12. Ordering**

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of Products and/or Services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The Services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for Services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

### **13. Shipping and Delivery**

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front

lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

#### **14. Laws and Regulations**

Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

#### **15. Inspection and Acceptance**

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of Services performed with agreement by Contractor.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product or Service meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products or Services purchased under this Master

Agreement, including any additional, replacement, or substitute Product(s) or Service(s) and any Product(s) or Service(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product or Service is delivered or, if installed, the day after the Product or Service is installed and Contractor certifies that the Product or Service is ready for Acceptance Testing. If the Product or Service does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have thirty (30) calendar days to cure the standard of performance issue(s), unless another time frame is agreed upon by the Purchasing Entity and Contractor in writing. If after the cure period, the Product or Service still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product or Service from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product or Service returned pursuant to the section. No Product or Service shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

## **16. Payment**

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

## **17. Warranty**

The Contractor warrants that the Product shall be delivered new and in original manufacturer's packaging. Because the Contractor is not the manufacturer of the Product, it provides the Product "as-is" and agrees to pass through the standard device manufacturer warranty (generally, 12 months) to the Purchasing Entity. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity.

## **18. Title of Product**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to

another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title, subject to any license provisions or acceptable use policies related to any Embedded Software. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

## **19. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a non-exclusive, fully paid, royalty free, perpetual license to use the Product to achieve the purposes of the Master Agreement.

## **General Provisions**

### **20. Insurance**

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation and Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the

Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum, respectively.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## **21. Records Administration and Audit**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the Lead State, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or the Purchasing Entity or NASPO ValuePoint for underpayment of Contractor's Administrative Fees.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations. Contractor agrees to keep and maintain full, true, and complete billing records, books, and documents as practicable to disclose to the Lead State or their authorized representatives, upon audits, sufficient information to reasonably determine compliance with this Master Agreement and all state

regulations and statutes. Except where an audit is mandated through legislative or executive action or direction, Lead State shall not perform such audits more than one time per calendar year (including reasonable follow-up). For any audit performed, the Lead State will provide reasonable notice (at least 10 business days) in advance of its review of directly related billing records, books, and documents to Contractor's obligations under this Master Agreement. These audit records are subject to confidentiality obligations by the Lead State or any third-party agent performing this audit on behalf of the Lead State. Any third-party auditor audit shall be subject to prior approval by Contractor (which shall not be unreasonably withheld), and the third-party auditor may be required at Contractor's sole discretion to execute the Contractor's standard non-disclosure agreement prior to examining, inspecting, copying or auditing Contractor's records. Such non-disclosure agreement shall not prohibit disclosure to the Lead State or discussion between the third-party auditor and the Lead State for the purposes of performing an audit.

## **22. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. Confidentiality. The parties acknowledge that they and their employees or agents may, in the course of performing under this Master Agreement, be exposed to or acquire information that is confidential or proprietary to the other party. Any and all information of any form that is marked as confidential or proprietary or would by its nature be deemed confidential or proprietary, including, but not limited to, (1) business records, (2) personnel records, and (3) personally identifying information, shall be considered confidential or proprietary information. Any reports or other documents or items (including software) that result from the use of the confidential or proprietary information by a party shall be treated in the same manner as the confidential or proprietary information. Confidential or proprietary information does not include information that (1) is or becomes publicly known; (2) is rightfully in a party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; or (3) is disclosed with the written consent of the other party. Pursuant to relevant public records law, information or documents the Lead State or Purchasing Entity receives from Contractor may be open to public inspection and copying. The Lead State or Purchasing Entity may have the duty to disclose unless a particular record falls within an exemption. Contractor may label specific documents or verbally indicate in presentations or meetings, including specific portions thereof, as a "confidential" or "proprietary" in accordance with relevant public records law.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity,

applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Public Disclosure Laws. These provisions shall be applicable only to the extent they are not in conflict with the applicable public records law of the Lead State or Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the NASPO ValuePoint's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 21. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

### **23. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public records laws.

### **24. Assignment/Subcontracts**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written



approval of the Lead State. Such approval shall not be unreasonably withheld. Notwithstanding the foregoing, prior written approval of the Lead State is not necessary for changes in control of T-Mobile, including mergers or acquisitions, or for subcontracts necessary to support Contractor's regular operations.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

## **25. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

## **26. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

## **27. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products or Services delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit.

## **28. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

## **29. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master

Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law;
- (2) Terminate this Master Agreement and any related Contracts or portions thereof;
- (3) Intentionally omitted; and
- (4) Suspend Contractor from being able to respond to future bid solicitations;
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **30. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

### **31. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **32. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from negligent act(s), error(s), or omission(s) or willful misconduct of the Contractor or its employees (or agents the Contractor expressly authorized to perform) relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Services or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Services with any other product, system or method, unless the Services, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Services; or

(c) reasonably required, in order to use the Services in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Services in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor.

**Control of Defense:**

If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it; however, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible (and such consent shall not be unreasonably withheld).

If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

The Party controlling such defense shall keep the other party advised of the status of such action, suit, proceeding or claim and the defense thereof and shall consider recommendations made by the other party with respect thereto.

**Cooperation among the Parties:**

The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for Contractor's defense of the action or proceeding.

The Indemnified Party may, at its option and expense, be represented by counsel of its choice in any action or proceeding with respect to such Claim; and Contractor and its legal counsel shall cooperate with the Indemnified Party and its legal counsel in providing such information as the Indemnified Party may reasonably request, in support of its defense.

Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **33. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

### **34. Governing Law and Venue**

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

### **35. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation

on such claim for relief or cause of action.

### **36. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

### **37. Leasing or Alternative Financing Methods**

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

**EXHIBIT AA**  
**CONTRACTOR'S ADDITIONAL SPECIAL TERMS AND CONDITIONS**

## ATTACHMENT AA

## CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

The following Contractor Special Terms and Conditions are incorporated and made a part of the NASPO ValuePoint Master Agreement Terms and Conditions.

**1. Service and Product Pricing.** The Service and Product prices are listed on the NASPO ValuePoint website at [www.naspovaluepoint.org](http://www.naspovaluepoint.org) and the NASPO ValuePoint Lead State's website. Purchasing Entity's use of the Service will be in accordance with the terms and conditions of the Master Agreement. By placing an order for Contractor Products, Purchasing Entity agrees that the Products are intended to be activated on our Service for use only by Purchasing Entity and its employees, and Purchasing Entity will not resell or modify the Products or assist anyone doing so. Products are subject to availability. The delivery address must fall within Contractor's licensed Service area. If Purchasing Entity has a Product or accessory under Contractor's Equipment Installment Program ("EIP") or lease, then Purchasing Entity will refer to the terms and conditions of that agreement.

**1.1 Activation Fees.** Contractor's initial activation fee will be waived for each Purchasing Entity Master Account and Employee Account for activation of each new line of Service.

**1.2 iBilling and iAnalyst Billing Service.** Purchasing Entity may enroll in Contractor's iBilling and/or iAnalyst online billing services at no additional monthly charge for the Master Account only; provided, however, Purchasing Entity must activate and maintain at least six (6) Master Account lines of Service to receive the iBilling and/or iAnalyst billing service.

**2. Employee Advantage Program. "Employee Accounts"** means Purchasing Entity's employees who have signed up for Contractor Service and are directly responsible for payment of Service and Products under Contractor's Employee Advantage Program. For Employee Advantage Program details and eligibility requirements visit [www.Contractor.com/business/offers/advantagerewards](http://www.Contractor.com/business/offers/advantagerewards). Employees can only activate a line of Service under the Contractor Advantage Program at the above website or by calling Contractor's toll-free number, 1-877-347-2127. Contractor periodically reviews Employee Accounts to confirm continued proof of employment and employee eligibility. Upon Contractor's request, Employee will provide proof that they are currently employed by Purchasing Entity. After employment with Purchasing Entity ends, Employee will be eligible to receive Service under Contractor's standard consumer rate plans, subject to the applicable terms and conditions under such rate plans. Purchasing Entity will not be liable for payment on any Employee Account established under the Employee Advantage Program. In its sole discretion, Contractor may change or discontinue any or all of the benefits, offers or features of its Employee Advantage Program to the extent done so on a general basis for Employee Advantage Program members.

**2.1 Marketing Commitments.** Subject to Purchasing Entity pre-approval, Purchasing Entity will work with Contractor in marketing the Employee Advantage Program to its employees by:

- Allowing Contractor to participate in any applicable on-site vendor attended benefits events for Purchasing Entity's employees;
- Allowing Contractor to advertise in Purchasing Entity publications sent to employees (such as newsletters, journals, magazines, periodicals or new employee packets);
- Including information regarding the Employee Advantage Program in periodic email announcements regarding employee benefit opportunities;
- Posting Employee Advantage Program offers on the Purchasing Entity's intranet;
- Allowing Contractor to utilize Purchasing Entity's name in marketing initiatives to Purchasing Entity's employees; or
- Cooperating with any other efforts mutually agreed upon by Purchasing Entity and Contractor aimed at marketing the Employee Advantage Program benefits to Purchasing Entity's employees.

**3. Service Availability.** Service is available to a Product only when it is within the operating range of Contractor's owned network coverage area ("Network") or the network of an operator with which Contractor has an applicable roaming agreement.

Coverage maps are available at [www.Contractor.com](http://www.Contractor.com) and are only estimates of our anticipated coverage area outdoors. Purchasing Entity's actual Service area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Purchasing Entity's Users are on a private or public Wi-Fi network, using a non-Contractor Product, or if a Product no longer supports network technologies compatible with or available on Contractor's network. Outages and interruptions in Service may occur, and speed of Service varies. Products also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable Products, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Service availability. Contractor may impose usage or Service limits, suspend Service, or exclude certain categories of calls (e.g., conference & chat lines, broadcast, international, 900, 976 calls, etc.) in taking reasonable network management or security measures. For non-governmental entities qualified to purchase as Purchasing Entities under this Agreement, T Mobile may also impose limits on Master Account Service or Product orders based on the Purchasing Entity's then-current credit rating.



Contractor engineers its network to provide consistent high-speed data service, but at times and at locations where the number of Purchasing Entity using the network exceeds available network resources, Purchasing Entity will experience reduced data speeds. In those cases, Purchasing Entity who choose certain rate plans may notice speeds lower than Purchasing Entities on other Contractor branded rate plans, which are prioritized higher on Contractor's network. Further, to help ensure positive experiences for Purchasing Entities on Contractor branded plans and to minimize capacity issues and degradation in network performance, Contractor may, without advance notice, take any actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users (with the exception of emergency first-responders using T-Mobile's rate plans offered only for emergency first responders), specifically those using more than 50GB of data in a billing cycle, below that of all other Purchasing Entities in times and locations where there are competing Purchasing Entity demands for network resources, for the remainder of the billing cycle.

Products must be used predominantly within the Contractor-owned Network coverage area. Products may connect to another provider's network ("Off-Net") even when Users are within the Contractor coverage area. Purchasing Entity should check Purchasing Entity's Product to determine if Purchasing Entity is Off-Net. To the extent Purchasing Entity unreasonably uses Off-Net capability, Contractor may limit or terminate Purchasing Entity's Service. Contractor may in its discretion limit or terminate the affected line of Service if (a) more than 50% of a User's voice and/or data usage is Off-Net for any two billing cycles within any twelve (12) month period, (b) a User's Off-Net usage makes it commercially unreasonable for Contractor to provide Service to such User, or (c) based on Contractor's arrangements with an Off-Net provider. If a User's Off-Net voice usage, data usage or messaging usage exceeds its associated rate plan allotment, such Users will be alerted and access to Off-Net coverage may be suspended or denied. Location services, including 9-1-1 location services, may not be available in Purchasing Entity's area and are subject to the Service limitations in this Section 4.

**4. Use of Service.** Except approved by Contractor or otherwise agreed upon under the Master Agreement, Purchasing Entity agrees not to resell any aspect of the Service or bundle it with any product or device not directly provided to Purchasing Entity by Contractor, whether for profit or otherwise. Purchasing Entity agrees not to modify the Products or use the Service or Products for any fraudulent, unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to Contractor's business, reputation, employees, subscribers, facilities, third parties or to the public generally. Unless authorized by Contractor, Purchasing Entity agrees that it will not use a Number on the Network for any purpose but for access to the public switched telephone network. Purchasing Entity agrees not to use the Service or Products to send any harassing, threatening, obscene, or unsolicited commercial text, e-mail or other messages. Purchasing Entity has no proprietary or ownership rights to a specific number, IP address or email address assigned to a Purchasing Entity or Purchasing Entity's Product. Purchasing Entity may be able to transfer a Master Account User's Number to or from another provider with whom Contractor has a porting relationship in accordance with Contractor internal business policies. For additional information about local number portability, please contact Corporate Purchasing Entity Care at (800) 375-1126 or email Contractor at [Businesscare@Contractorsupport.com](mailto:Businesscare@Contractorsupport.com). Purchasing Entity agrees that Contractor may contact Master Account Users through the Products to notify such User of changes to or information about their account or the Service. Contractor may deactivate or suspend Service to any Number without prior notice if Contractor suspects any unlawful or fraudulent use of the Number. Purchasing Entity agrees to reasonably cooperate with Contractor in investigating suspected unlawful or fraudulent use. Purchasing Entity acknowledges that the Product may not be compatible with the network and services provided by another service provider. Purchasing Entity may buy Products from Contractor, or from someone else, however all existing account transfers will be handled in accordance with the terms of Section 2 herein. Purchasing Entity agrees to protect usernames and passwords for Purchasing Entity's Master Account(s) and Purchasing Entity is responsible for any usage of its Master Account(s). Purchasing Entity agrees to immediately notify Contractor of any unauthorized use of Purchasing Entity's Master Account(s) or other security breach of Master Account information or credentials, or any fraudulent use of the Master Account, where Purchasing Entity has knowledge.

## **5. Billing and Payment of Charges.**

### **5.1 Billing**

**5.1.1** Purchasing Entity will be charged for Service and other features on a monthly billing cycle basis. Purchasing Entity agrees to pay all Charges assessed and billed to Purchasing Entity or that were accepted or processed through all Products on Purchasing Entity's Master Accounts, and other charges or purchases assessed and billed to Master Account Users. Because of user choice to incur third-party costs, Purchasing Entity may incur extra charges for calls to some numbers (for example (but not limited to), conference & chat lines, broadcast, calling card, international, 900 or 976 calls. Purchasing Entity may be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. Charges for Wi-Fi usage may vary; see your selected Rate Plan for more details. Unused minutes or other allocated Services (e.g., text messages, data transmission) expire at the end of the billing cycle unless otherwise expressly stated by such Rate Plan's terms and conditions. Airtime usage is measured from the time the Network begins to process a call (before the call rings or is answered) through its termination of the call; or if applicable, any fraction of a minute of usage is rounded up to the next full minute. Depending on the Rate Plan, data usage may be rounded up at the end of each data session, at the end of Purchasing Entity's billing cycle, and/or at the time Purchasing Entity switches data plans. Contractor may change Purchasing Entity's billing cycle at any time.

**5.1.2 International Roaming and Dialing.** Availability and features offered for international roaming and dialing vary depending on Master Account Users' Rate Plan and Product. All countries may not be available for roaming and available countries may change from time to time. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), Users may be charged international rates (including for voicemails

left for such Users and for data usage). Such Charges include per minute rates for calls and per minute rates for calls transferred to Users' voicemail and the relevant data rates for data usage. Users roaming internationally may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for such Users and regardless of whether the Product is on or off. Users may be able to disable these applications and features through a Product's settings. Different rates and rounding increments apply in different countries. See [www.Contractor.com](http://www.Contractor.com) for information on international access, rates, Services and coverage. While roaming internationally, User data throughput may be reduced, and User Service may be otherwise limited or terminated at any time without notice. Purchasing Entity is responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with User Products. Billing of roaming charges, data usage and minutes of use or Services may be delayed or applied against included data allotments, minutes or Services in a subsequent billing cycle, which may cause Purchasing Entity to exceed Purchasing Entity's allocated data, minutes or Services in a particular billing cycle. Purchasing Entity may request that Contractor block a Master Account line of Service from placing international calls ("**International Dialing Block**") by calling Business Purchasing Entity Care or by Email at [businesscare@Contractorsupport.com](mailto:businesscare@Contractorsupport.com). The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. Purchasing Entity and its Users must familiarize themselves with how to access these services before using the Products or any handset for international roaming.

**5.1.3 Lost Product.** If Purchasing Entity's Product is lost or stolen ("**Lost Product**"), Purchasing Entity must (a) promptly notify Contractor and Contractor will suspend Service for the Lost Product; and (b) provide Contractor with reasonable documentation Contractor requests (such as a copy of a filed police report if the Product is stolen) within fourteen (14) days. If Purchasing Entity completes the above requirements, Purchasing Entity will not be liable for additional usage Charges incurred in excess of Purchasing Entity's Rate Plan Charges, applicable taxes, fees and surcharges. If Purchasing Entity purchased a Product through Contractor's EIP, the Purchasing Entity remains obligated for the total payments due on the Product. If Charges are incurred before Purchasing Entity notifies Contractor, Purchasing Entity is not liable for unauthorized Charges. Purchasing Entity may request that Contractor investigate Charges Purchasing Entity believes to be unauthorized and Purchasing Entity may need to submit information to support the requests. If Contractor determines the Charges were unauthorized, Contractor will credit Purchasing Entity's account. If Contractor determines the Charges were authorized, Contractor will inform Purchasing Entity within 30 days and Purchasing Entity will be responsible for all Charges incurred. If Purchasing Entity requests that the Service not be suspended on the Lost Product, Purchasing Entity will remain responsible for all Charges incurred under that specific line of Service. Contractor may prevent a lost or stolen Product from registering on Contractor's and other networks.

## **6. Taxes, Fees and Surcharges.**

**6.1** Contractor will invoice Purchasing Entity's Master Account for taxes, fees (e.g. sales, use, excise, business activity, margin, value added, public utility, environmental and other taxes, except as otherwise specified in this paragraph) and regulatory charges, such as e911 or public utility fees, levied by or to be remitted directly to federal, state or local authorities, or foreign governments or foreign service providers imposed on Purchasing Entity or Contractor as a result of providing the Service specified under this Agreement ("**Taxes, Fees and Charges**"). Contractor will determine, in its reasonable discretion, the Taxes, Fees and Charges Purchasing Entity is responsible to pay and the amount of those Taxes, Fees and Charges, which may change or increase at any time without notice, regardless of any Rate Plan guarantee. However, Contractor will make itself reasonably available to answer questions from Purchasing Entities concerning changes to its invoice and charges, which can be part of any business review meetings or discussions between Contractor and a Purchasing Entity. If Purchasing Entity claims a tax exemption, Purchasing Entity must provide Contractor with valid evidence of tax exemption"), which will be applied prospectively. Contractor will be responsible for net income, net worth/capital stock and property taxes imposed on Contractor.

**6.2** Contractor may also invoice Purchasing Entity for all applicable surcharges.

**6.3** All payments made by Purchasing Entity will be made without any deduction or withholding for, or on account of, any Taxes, Fees and Charges imposed by any taxing or governmental authority of any country or state. Where Purchasing Entity determines there is a requirement to withhold income tax from any payments due Contractor, Purchasing Entity will promptly notify Contractor of such determination and provide the basis for such conclusion, e.g., by providing a copy of a notice received or of any analysis performed to allow Contractor to remediate or resolve the withholding requirement. To the extent that such withholding requirement cannot be resolved, Purchasing Entity may perform such withholding and shall provide Contractor with documentary evidence of the withholding and remission of the Taxes or Fees to the applicable governmental authority. Purchasing Entity shall reasonably assist Contractor for the recovery of such withheld tax. To the extent Purchasing Entity fails to timely inform Contractor of Purchasing Entity's withholding determination, Purchasing Entity will ensure that the gross amount payable by Purchasing Entity to Contractor will be increased so that after any such withholding for income tax, the net amount received by Contractor will not be less than the amount Contractor would have received had no such withholding occurred.

**6.4** Contractor is required to use Purchasing Entity's business street address, which must be within Contractor's licensed service area, to determine the application of certain Taxes, Fees and Charges. If Purchasing Entity provides Contractor with an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdiction(s) or does not reflect the Service area associated with its Master Account Number(s), Purchasing Entity may be assigned a default location for Taxes, Fees and Charges calculation, which may result in a higher or lower charge for certain Taxes, Fees and Charges.

**6.5** The Parties agree that they will reasonably cooperate to fully comply with all applicable tax laws, rules, regulations and guidelines affecting this Agreement. In addition, Contractor and Purchasing Entity will similarly cooperate in order to take actions to minimize, or to qualify for exemptions from, any applicable taxes, duties or tariffs as allowed under applicable law and regulations.

**7. Privacy.** All services under this Agreement are governed by the Contractor Privacy Policy, as posted at <https://www.Contractor.com/website/privacypolicy.aspx> (which is informed by U.S. Federal Communications Commission rules and regulations), which may change from time to time without notice to Purchasing Entity, with respect to collection, use, and disclosure of personal information. Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy in voice or data communications or in use of the Service or Products cannot be guaranteed, and Contractor will not be liable to Purchasing Entity for any lack or breach of privacy experienced while using any Products, the Service, Content & Apps (as defined below) or in connection with Third Party Ads (as defined below). Only as permitted by law, Contractor may monitor, intercept and disclose content (voice or data) and any associated metadata that is transmitted over or using its facilities (for example, to comply with legal process or for network security). Purchasing Entity's caller identification (e.g., name and number) may be displayed on the equipment or bill of the person receiving Purchasing Entity's call.

**8. Cancellation and Return Policy.** Users and Employee Accounts may cancel a new line of Service within 30 days of activation ("**Cancellation Period**"), if the User: (a) contacts Contractor to cancel Service; and (b) returns the Like New Product (defined below) through Purchasing Entity's Contractor account representative, or team, or location from which it was purchased with proof of purchase. The "**Return Period**" is thirty (30) calendar days from the Product's purchase date. Only Like New Products returned with proof of purchase to Purchasing Entity's Contractor account representative or team or location from which it was purchased within the Return Period are eligible for a refund of the purchase price. A "**Like New Product**" is a Product purchased from Contractor that is in its original packaging with all original contents, undamaged, and in good working condition with no material alterations to the Product's hardware or software, as determined by Contractor in its sole discretion. Purchasing Entity may be required to pay a commercially reasonable restocking fee for failing to return a Product with included packaging, manuals or accessories, or if the Product returned is in a damaged, altered or destroyed condition. Even if Purchasing Entity cancels Service and/or returns any Product as provided herein, Purchasing Entity must pay all Service and usage Charges incurred thru the end of Purchasing Entity's Service term or return date and any applicable subsequent penalties or assessments. If a User attempts to cancel Service, but does not return the applicable Product or if such Product is returned in a damaged, altered or destroyed condition, Contractor may take one or more of the following actions: (i) prevent such Product from working on any network; (ii) charge an early termination fee (if such line of Service is subject to an early termination fee); (iii) elect not to process Service cancellation; or (iv) charge such User the suggested retail price or the cost to repair the applicable Product, (which may be greater than the price paid for such Product), plus any shipping and handling charges. Except for the 30-calendar day Return Period, the cancellation and return policies in this Section 13 will not apply to Users who purchase Product(s) through Contractor's EIP or a Contractor leasing program and the terms of that program's agreement will supersede and control the purchase or lease of those Products.

**9. Account Maintenance Authorization.** Purchasing Entity hereby authorizes Contractor's Account Management Team to access Purchasing Entity's Master Accounts to perform account maintenance services at Purchasing Entity's discretion and on its behalf, including but not limited to: (a) rate plan changes; (b) feature changes or additions; (c) mobile Number changes; (d) SIM changes; (e) Product upgrades/exchanges; (f) re-set of voicemail passwords; (g) change of address; and/or (h) set-up courtesy statements.

**10. Use of Third-Party Equipment and Handsets.** In the event that Purchasing Entity uses third party equipment, handsets or Products with the Service that are not provided Purchasing Entity under the Master Agreement ("**Third-Party Equipment**"), Purchasing Entity acknowledges and agrees to the following: (a) Contractor will not accept any returns of the Third Party Equipment; (b) Contractor will not provide any warranty of any kind on the Third Party Equipment; (c) Contractor will not offer Purchasing Entity Care services for the Third Party Equipment; (d) the Third Party Equipment may not function properly with the Service(s) or Network; (e) each User will use the Third Party Equipment at its own risk; and (f) Purchasing Entity will be responsible for monthly service charges accrued from the date Contractor fulfills an order for a Subscriber Identity Module ("**SIM**"). Contractor disclaims all liability for Use of Third-Party Equipment. In the event that Contractor certifies or endorses the use of certain Third-Party Equipment with the Service, the above provisions will still apply.

**11. Account Management (Purchasing Entity Authorization).** During the term of this Agreement, Purchasing Entity may authorize a third party to act as Purchasing Entity's agent ("**Purchasing Entity Agent**") for purposes of procuring necessary support services related to this Agreement, subject to the following conditions:

- (a) Purchasing Entity remains fully responsible for any obligations incurred under this Agreement, whether due to changes Purchasing Entity or its Purchasing Entity Agent requests for Purchasing Entity's account;
- (b) Purchasing Entity will ensure that its Purchasing Entity Agent has agreed to confidentiality and/or non-disclosure terms that are at least as protective of Contractor's confidential information as contained in this Agreement;
- (c) Purchasing Entity consents to Contractor's disclosure of Purchasing Entity's Confidential Information (as this term is defined herein) and Purchasing Entity Proprietary Network Information (CPNI), as defined in the Communications Act of 1934, as amended, 47 U.S.C. § 222, (1996) to its Purchasing Entity Agent, and waives any claim against Contractor for any damages, expenses, costs, or liabilities arising from such disclosure;

- (d) Purchasing Entity fully acknowledges, understands and accepts that there may be foreseeable and unforeseeable risks, including, but not limited to, increased risks of fraud to Purchasing Entity's account or improper disclosure of Purchasing Entity's account information, related to Purchasing Entity's request that Purchasing Entity personnel be granted access to Purchasing Entity's accounts; and
- (e) Activations of new lines of Service under this Agreement will continue to be activated through the Contractor Business Sales Account Team assigned to Purchasing Entity's Contractor account; provided that such activation requests may be made by Purchasing Entity or its Purchasing Entity Agent; and
- (f) Participating Entity agrees to be bound by the terms of any and all EIP or lease agreements signed by Participating Entity Agent's on behalf of Purchasing Entity.

This authorization will be valid for the term of this Agreement and may not be modified except pursuant to a written amendment signed by Participating Entity and Contractor.

**12. Additional Terms for Plans and Other Features.** The following terms apply to Purchasing Entity's Master Account data plan(s). To the extent any data plan terms expressly conflict with the terms in this Agreement, the applicable data plan terms will govern.

**12.1. Permissible and Prohibited Uses.** Purchasing Entity's Data Plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of the Services and Products are permitted and others are not. If Purchasing Entity buys, leases, or finances a Product manufactured for use on the Network, Purchasing Entity agrees that it intends it to be activated on our Service. Examples of permitted uses include but are not limited to: (a) voice calls; (b) web browsing; (c) messaging (d) email; (e) streaming music; and (f) Tethering a Product to other non-harmful Products pursuant to the terms and conditions and allotments in the associated Rate Plan.

Examples of prohibited uses include but are not limited to: (aa) using a non-T-Mobile certified repeater or signal booster other than Contractor provides Purchasing Entity; (bb) compromises Network security or capacity, degrades Network performance, uses malicious software or "malware", hinders other Purchasing Entity' access to the Network, or otherwise adversely impacts Network service levels or legitimate data flows; (cc) with the exception of use by emergency first responders, using applications which automatically consume unreasonable amounts of available Network capacity; (dd) with the exception of reasonable IoT applications, using applications which used in a way that degrades network capacity or functionality; (ee) misuse of the Service, including "spamming" or sending abusive or unsolicited communications; (ff) tampering with, reprogramming, altering, or otherwise modifying Purchasing Entity's Products to circumvent any of Contractor's policies or violate anyone's intellectual property rights; (gg) causing harm or adverse effects on Contractor, the Network, Contractor, Purchasing Entity, employees, business, or any other person; or (hh) causing Contractor to violate applicable laws and regulations.

**12.2. Protective Measures.** Contractor engineers our network to provide consistent high-speed data service, but at times and at locations where the number of Purchasing Entity using the network exceeds available network resources, Purchasing Entity will experience reduced data speeds. To help ensure a positive experiences for Purchasing Entities and to minimize capacity issues and degradation in Network performance, Contractor may, without advance notice, take any actions necessary to manage the Network on a content-agnostic basis, including, prioritizing the data usage of a small percentage of unlimited high-speed data Purchasing Entities who use the highest amount of data below that of other Purchasing Entities (except in the case of emergency first responders using T-Mobile's rate plans offered only for emergency first responders) in times and locations where there are competing Purchasing Entity demands for Network resources, for the remainder of the billing cycle. Where the Network is lightly loaded in relation to available capacity, a Purchasing Entity whose data is de-prioritized will notice little, if any, effect from having lower priority. This will be the case in a vast majority of times and locations. At times and locations where the Network is heavily loaded in relation to available capacity, however, these Purchasing Entity will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. Contractor constantly works to improve Network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When Network loading goes down or the Purchasing Entity moves to a location that is less heavily loaded in relation to available capacity, the Purchasing Entity's speeds will likely improve. See [www.Contractor.com/OpenInternet](http://www.Contractor.com/OpenInternet) for details and for current data amount subject to this practice.

**12.3. Downloadable Content and Applications.** Purchasing Entity can purchase services and products from third-parties ("**Content & Apps**") using its Product(s), and charges for these purchases may be included in Purchasing Entity's Master Account invoice. Purchasing Entity may block purchases of third-party products or services by emailing Contractor at [Businesscare@Contractorsupport.com](mailto:Businesscare@Contractorsupport.com), or contacting Purchasing Entity Care at (800) 375-1126. For these third-party purchases, although the charges may appear on Purchasing Entity's invoice, Contractor is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website Master Account Users access through the Content & Apps. Purchasing Entity's download of Content & Apps is at its own risk. Unless otherwise stated, any support questions for these Content & Apps should be directed to the third-party seller identified at the point of purchase. Some Content & Apps may require Purchasing Entity's agreement to a license or other terms with the third party. Some Products or Content & Apps may contact our Network without

Purchasing Entity's knowledge, which may result in additional Charges (e.g., while roaming internationally). To use, download, or install Content & Apps that Purchasing Entity purchases from Contractor, the Content & Apps are licensed to Purchasing Entity by Contractor and may be subject to additional license terms between Purchasing Entity and the creator/owner of the Content & Apps. Whether purchased from Contractor or a third-party seller, any Content & Apps Purchasing Entity purchases are licensed for personal, lawful, non-commercial use on User's Product only. Purchasing Entity may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps.

**12.4** Contractor is not responsible for any download, installation, use, transmission failure, interruption, or delay related to Content & Apps, or any third-party content, services, advertisements, or websites Purchasing Entity may be able to access by using its Product(s) or the Services, even if charges for Content & Apps appear on Purchasing Entity's Contractor bill. Purchasing Entity is responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.

**12.5** Contractor may retain, use, and share information collected when a Master Account User downloads, uses, or installs some Content or Apps, may update such User's Content or App remotely, or may disable or remove any Content or App at any time to perform its Services under the Master Agreement. Purchasing Entity may refer to Contractor's Privacy Policy, as well as the Content or App creator/owner's privacy policy for information, regarding the collection, use and retention of information collected when a User downloads, installs, or uses any Content or App. Contractor is not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website Users may be able to access through the Content or App.

**13. Additional Terms for Plans and Other Features.**

**13.1 Service Limitations, Connectivity and International Use.** Purchasing Entity acknowledges and agrees that a User's use of any Wi-Fi network is permissible and that Purchasing Entity (and not Contractor) is solely responsible for all charges associated with a Master Account User's use of the Service. Cell Broadcasts (alerts that go to certain Purchasing Entity) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. Calls from certain designated countries and destinations\* over Wi-Fi are \$.25/min (no charge for Wi-Fi calls to US, Mexico and Canada). Calls made over Wi-Fi outside of designated countries and destinations\* will be charged standard international roaming rates. Purchasing Entity will pay for all internet access charges incurred by Master Account Users. (\*Except as indicated in this Agreement, Contractor offers travel without limits with unlimited data and texting in 210+ countries and destinations at no extra charge. The list of 210+ countries and destinations is subject to change at Contractor's sole discretion. Visit [www.Contractor.com/coverage/roaming](http://www.Contractor.com/coverage/roaming).)

**13.2 9-1-1 and Emergency Alerts Service and Wi-Fi Calling.** Purchasing Entity agrees and will inform all Master Account Users as follows:

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by Contractor, or may not work at all. Purchasing Entity agrees to review all terms and conditions of such third-party products. Contractor is not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and Purchasing Entity's ability to receive emergency services may be impeded. Contractor cannot assure Purchasing Entity that if Purchasing Entity places a 911 call or text Purchasing Entity will be found. Emergency Alerts. Contractor has chosen to offer wireless emergency alerts, within portions of our coverage area, on wireless alert capable Products. There is no additional charge for these wireless emergency alerts. For details visit: [www.Contractor.com/responsibility/consumer-info/safety/wireless-emergency-alerts](http://www.Contractor.com/responsibility/consumer-info/safety/wireless-emergency-alerts).

Contractor may use a variety of information and methods to determine the location of a 9-1-1 call, including Contractor's GSM wireless Network if available in a User's location, or the location of a User's Primary Address. Even with this information, Purchasing Entity acknowledges that an emergency operator may not be able to receive or use the address information (or a User's phone number) to locate the User in order to provide emergency services. If a User dials 9-1-1 while outside the U.S., 9-1-1 services may not be available. Purchasing Entity is required to provide Contractor with a valid address for the location at which Purchasing Entity's Master Account Users primarily use Wi-Fi Calling ("**Primary Address**"). If Purchasing Entity does not provide Contractor with a Primary Address, Contractor may block Users' usage of certain Wi-Fi networks. If such address changes, either temporarily or permanently, Purchasing Entity will register the new address with Contractor. Contractor assumes no responsibility for securing the Primary Address. When Users use Wi-Fi Calling Service away from the Primary Address, Contractor may have no or very limited information about the User's location, which could result in (i) a 9-1-1 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the User's call and the User's location; or (iii) a User's 9-1-1 call being routed to an emergency response center, which will ask the User for the User's location and use that information to route the call to a public safety agency.

**13.3 Text-to-911:** Text to 9-1-1 may be available in some locations where Contractor Service is provided and is dependent on the public safety agency's ability to receive text messaging. Contractor recommends that Purchasing Entity uses voice communications as its primary method of contacting 9-1-1.

Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("VoLTE"). If Users cannot make a voice call to 911, Contractor recommends that Users use an internet-based Telecommunications Relay Service such as

Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. Contractor Real-Time Text (“RTT”) technology is available on Contractor’s network and can be used on select Products to contact 911. For more information, see [www.Contractor.com/accessibilitypolicy](http://www.Contractor.com/accessibilitypolicy).

**13.4 911 Access:** 911 services are made possible by state and local governments. Contractor handsets are capable of making calls to 911 in the United States, and 911 access is available to Purchasing Entity regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Purchasing Entity’s Users must be prepared to provide information about where the User(s) are located. In some cases, 911 communications center operators may not know the User’s phone number or have information about that User’s location. Other third-party entities are involved in connecting a 911 call and Contractor does not determine the public safety agency to which the 911 call is routed. If Purchasing Entity is porting a phone number to or from Contractor, Contractor may not be able to provide Purchasing Entity with some Services, such as 911 location services, while the port is in process. If any User is outside the U.S., such User may have to dial a different number than 911 to call emergency services.

**13.5 Wi-Fi Calling.** Wi-Fi Calling services use an internet connection to make calls, (“**Wi-Fi Calling**”), including 911 calls, and calls to 911 using Wi-Fi calling operate differently than traditional 911. When enabling Wi-Fi Calling, Purchasing Entity must provide Contractor with the primary street address at which the Wi-Fi Calling service will be used (“Registered Location”). If Purchasing Entity’s Users call 911 over Wi-Fi, Contractor will provide Purchasing Entity’s Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate a User. Purchasing Entity agrees to update its Registered Location if Purchasing Entity’s Users use Wi-Fi service at a different location. Purchasing Entity can update its Registered Location by contacting Contractor Purchasing Entity Care.



MA176-1

Wireless Data, Voice, and Accessories

Attachment B

Scope of Work

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## Section 1: General

### 1.1 Background

The purpose of this Master Agreement is to provide Wireless Data, Voice, and Accessories for all Participating States. The Master Agreement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual chief procurement official and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be 5 (Five) years with renewal provisions for an additional 5 (Five) as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Attachment A).

### 1.2 Order of precedence

Per the NASPO ValuePoint Master Terms and Conditions, Participating Addenda (called "PA") will have precedence over the Master Agreement within the participating jurisdiction.

### **1.3 Green Awards**

End users of the Master Agreement may have requirements to purchase products and services that adhere best practices of sustainability and environmental consciousness. Contractor should anticipate addressing these needs as they arise in the Participating Addendum process.

### **1.4 E-Rate**

To the extent the services offered are subject to the E-rate discount program, all award Contract Vendors must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contract Vendor.

### **1.5 Net Neutrality**

Recent changes by the Federal Communications Commission in their rules related to the issue of Net Neutrality have increased state's interest in promulgating their own law, rule and policies on this topic. This solicitation will have no requirements related to Net Neutrality for the Master Agreements. It is anticipated, that this issue will be pertinent in the Participating Addendum process. Potential participating entities will be made aware of this consideration by the Lead State in a reasonable fashion.

## **Section 2: Categories of Award**

### **2.0 Overview of Award Categories**

The products and services for this contract are awarded in 3 (three) categories. These categories are:

Category 1-Cellular Wireless Services: This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. "Cellular wireless transport" is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP). We are requesting pricing for both traditional cellular plans that include a subsidized mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device and require only network service from the carrier.

Category 2- Equipment and Accessories: This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.

Category 3- Turnkey Wireless and IoT Solutions that are offered as a product: This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).



## 2.1 Category 1- Cellular Wireless Services

This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. “Cellular wireless transport” is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP). We are requesting pricing for both traditional cellular plans that include a subsidized mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device and require only network service from the carrier.

This Award Category is for National Award only.

### 2.1.1 Definitions

3rd Generation Partnership Project (3GPP) The international standards body that covers cellular telecommunications network technologies (<http://www.3gpp.org>).

3G Third generation of wireless mobile telecommunication technology as defined by the 3rd Generation Partnership Project (3GPP).

4G Fourth generation of wireless mobile telecommunication technology as defined by the 3<sup>rd</sup> Generation Partnership Project (3GPP).

5G Fifth generation of wireless mobile telecommunication technology as defined by the 3<sup>rd</sup> Generation Partnership Project (3GPP).

Bandwidth Throttling The mechanism a service provider uses to reduce the data network capacity available to a user of its wireless services.

Bandwidth Throttling Threshold In “unlimited” cellular data plans, the data volume at which the carrier begins instituting bandwidth throttling for the balance of the billing period.

Bring Your Own Device (BYOD) Plans where the user will supply their own mobile device and require only network service from the carrier.

Cellular Wireless Carrier: A wireless carrier that owns the majority of its infrastructure and operates a mobile wireless network primarily utilizing standards developed by the 3GPP.

Cellular Voice A wireless voice telephone service offered by the cellular carriers.

Cellular Wireless Carrier-provided wireless services that employs a radio access network based on technologies defined by the 3rd Generation Partnership Program (3GPP).

Coverage Area The geographic area in which a carrier provides service. When located within this area, a subscriber with a compatible device should be able to access usable wireless services on that carrier’s network or its partner networks.

FirstNet FirstNet is a government subsidized wireless network specifically designed for the needs of public safety users; access to FirstNet services will be limited to defined categories of users related to public safety. FirstNet was created under the Middle Class Tax Relief and Job Creation Act of 2012.

Individual Responsible (IR) Plan Discount Individual Responsible Accounts (“IRU”) are accounts for products and services between Contractors awarded a contract under this solicitation and individuals who are employees of eligible users of the Master Agreement. IRU accounts are for the personal use of individual employees of eligible end users of the Master Agreement.

Corporate/Government Responsible (CRU) Plan CRU plans are plans that are purchased by end users of the Master Agreement that is awarded from this solicitation.

Land Mobile Radio (LMR) Terrestrial-based, wireless communications systems, generally operating in the frequency range below 1 GHz, and commonly used by emergency responders to support voice and low-speed data communications.

Mission Critical Push-to-Talk (MCPTT) A new standard for public safety PTT systems (starting with 3GPP Rel. 13) that also operates over the cellular carriers’ wireless networks and supports, among other capabilities, the ability for wireless stations to discover and communicate directly with other system users without relaying those transmissions through a cellular base station.

LTE (Long-Term Evolution) A 3GPP standard for high-speed cellular wireless communications.

Mobile Messaging The ability to compose and exchange electronic messages that may include text, audio, video and other symbols between two or more users of mobile phones, tablets or other devices.

Public Safety The functions of government, which ensure the protection of citizens, persons in their territory, organizations, and institutions against threats to their well-being.

Push-to-Talk (PTT) A method of wireless voice communications using a momentary button to switch the wireless device from voice reception mode to transmit mode; in a cellular PTT system, all transmissions are relayed over the carrier’s radio channels and through a server installed in the carrier’s network infrastructure. Transmissions are received by all stations within range of that particular radio channel and are part of that broadcast group.

Quality of Service (QoS) Mechanisms employed in packet switching networks that allows them to prioritize certain classes of traffic over others thereby providing better performance for those preferred classes with regard to transit delay, jitter (variation in transit delay), and packet loss.

Short Message Service (SMS)/Multimedia Messaging Service (MMS) Wireless services offered by the cellular carriers allowing users to exchange short text (SMS) or audio/video files (MMS). These services are differentiated from other messaging services like Apple Messages and WhatsApp by the fact that they are offered by the cellular carriers and are typically charged as a separate item on the service plan along with voice and data.

Subsidized Plan Cellular plans where the carrier will provide a phone, or tablet at a subsidized price.

Wireless The transmitting of signals using radio waves instead of wires.

Wireless Carrier A provider of wireless communications services that owns or controls all the elements necessary to sell and deliver services to an end user including radio spectrum allocation, wireless network infrastructure, back haul infrastructure, billing, customer care, provisioning computer systems and marketing and repair organizations.

Wireless Data A communication service offered by mobile carriers that allows users to access the internet and other data services via its wireless networks using a smartphone, tablet or other cellular-connected mobile device.

Wireless Plan A bundled subscription offering from a cellular carrier providing some combination of services.

Wireless Priority Service (WPS) A government-directed emergency phone service managed by the Department of Homeland Security's Office of Emergency Communications (OEC). Like FirstNet for data services, WPS provides priority network access to wireless voice service (2G or VoLTE) exclusively to defined categories of qualified subscribers.

### **2.1.2 Subsequent Network Characteristics and Technology**

This solicitation covers the addition of new technology and methods that are substantively similar to existing 3G, 4G, and 5G Network characteristics.

### **2.1.3 Plans**

Contractors will define the rate plans to be available under the Master Agreement that results from this solicitation and must provide all details of every plan offered in Attachment G. At a minimum plan details should include the items listed in Attachment G if applicable.

#### Subsidized Plans

Subsidized plans are those that include a device to connect to the wireless network as a part of the monthly plan cost.

#### Bring Your Own Device Plans

Bring your own device plans are those that require the user to provide a device for connection to the cellular network or to pay for a device separately from the monthly service plan.

### **2.1.4 Legacy Plans**

Plans covered by the predecessor Master Agreements administered by the State of Nevada (Contract No. 1907)(“Legacy Plans”) for purchasing entities who are currently enrolled will be included within the scope of the Master Agreements awarded by this solicitation. All Legacy Plans must be described on Attachment G: Plan Coverage Attachment.

#### Discontinuance of Plans

Contractor will maintain plans if they are being used. Contractor may discontinue any plan or feature that has not had any active subscribers for at least the previous 90 days. Contractor to provide a minimum of 90 days notice to Lead State if a Plan is to be discontinued to end users.

### **2.1.5 Service Requirements**

#### Designated Sales Point of Contact

Each Master Agreement awarded by this solicitation shall have a designated point of contact for sales purposes.

#### Designated Customer Service Point of Contact

Each Master Agreement awarded by this solicitation shall have a designated point of contact for Customer Service escalation purposes.

#### Designated Contract Manager

Each Master Agreement awarded by this solicitation shall have a designated point of contact who manages the contract and may be contacted by administrators of the Master Agreement or PAs.

### **2.1.6 Pricing Requirements**

#### Subsidized Device Plans

Plans covered by the predecessor Master Agreements administered by the State of Nevada (Contract No. 1907) that offered phones at no cost are to be included by the Master Agreements awarded by this solicitation if the Contractor is awarded under this solicitation. For any new plans offered under this contract, Proposers have the flexibility to include a subsidized phone in the plan cost or to require the user to provide a device or pay for it separately.

#### Financing

Financing is allowed under the Master Agreement, but may be subject to each PA as some jurisdictions may not allow Financing.

#### Individual Responsible (IRU) Plan Discount

Pricing Discounts for Individual Responsible plans by public employees are to be stated on the Cost sheet. See Section 5.

#### Waiver of Service Activation Fees

Service Activations Fees will not be allowed under the Master Agreements that derive from this solicitation.

#### Number Porting

Carrier must provide wired or wireless number porting to/from the mobile device with no charges or penalty.

#### Upgrade

Users must be able to upgrade or downgrade their service plan at any time with no limits and no restarting of service line contract terms.

#### Cancellation Fees

Carrier must provide for any participating entity the ability to cancel at least 25% of the active lines of service under contract (subsidized device) in any given year with no early termination fees or other cancellation fees.

Carrier must not assess any cancellation fee or early termination fee for any lines of service that are provided under a Bring Your Own Device option where subsidized equipment is not included in the monthly rate plan cost.

#### Activation and Billing

Carrier must not commence billing for a device until completion of an order and activation request is executed by the participating entity representative, the user or another individual designated by the participating entity representative. Specific billing and activation procedures may be refined within Participating Addenda.

#### Cost Sheet

Contractor must populate the cost sheet Attachment C. The plans identified in Attachment C are to be offered to end users and will be included in Attachment G. Contractor must also indicate a discount for plans available under the master agreement that results from this solicitation., that are not entered into Attachment C.

#### Plan Description

Contractor must include detailed descriptions of all new rate plans approved by the lead state by fully populating Attachment G with complete details related to each plan and feature offered under this contract.

#### Presentation

Contractors should propose plans that can be easily understood without complex restrictions and terms. Scoring will reflect the degree of concise and impactful plans – from flexibility and cost perspectives.

#### **2.1.7 Internet of Things (IoT) Services**

Data plans related to Internet of Things services are covered by this award category. Please describe your Internet of Things offering as it relates to Attachment L, Network Technology Questionnaire in your proposal.

#### **2.1.8 Public Safety/Wireless Priority Service**

#### **2.1.8 PUBLIC SAFETY CATEGORY**

The Wireless Services Provider (Contractor) will describe how their proposal if and how they intend to provide an exclusive, dedicated broadband network for public safety communications to public safety entities and first responders.

Contractor will describe if and how they would provide for a dedicated network exclusive for use by emergency response providers such as Federal, State, and local emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities; including Native American Tribes (Sovereign Nations) or authorized tribal organization and rural communities, unincorporated town or village, or other public entity.

Carriers will describe how their proposed services will have the ability to provide the most comprehensive, reliable coverage and highest priority for emergency communications, such as:

- Broadband LTE network allowing first responders and other public safety personnel to send and receive voice, data, video, images, push-to-talk and text without concerns about network congestion.
- Mobile Devices
- Mobile Device Management, to include Maintenance and Replacement
- Public Safety Applications and Solutions
- Assured Priority and Preemption when needed
- Network Security

**Interoperability:**

Interoperability is critical to all public safety agencies, therefore; The Wireless Service Provider (the Contractor), will describe how they enable comprehensive public safety broadband interoperability at all levels including the sharing of priority and preemption protocols, applications, and mission critical Push-to-Talk (MCPTT) communications and off-air device to device communications during an emergency situation.

**Deployable Access:**

The Wireless Service Provider (the Contractor) will describe how they will provide cellular connection in areas where service does not exist or where service fails during emergency circumstances. The Wireless Service Provider will describe how they provide dedicated access to Satellite Cell on Wheels and Portable Emergency Communications.

The Wireless Service Provider (Contractor) will describe additional deployable equipment for dedicated access in areas where service does not exist or where service fails during emergency situations.

**Optional Services:**

Additional Public Safety Services sold under the NASPO ValuePoint Master Agreement other than the requirements listed, must be properly reviewed and approved by the lead state.

**Option to Terminate:**

The NASPO ValuePoint Master Agreement is an additional procuring mechanism. The Wireless Service Provider (the Contractor) must agree; if a Public Service Entity chooses to utilize the

NASPO ValuePoint Master Agreement, the procuring agency has the option to terminate their agreement at any time without added fees or penalties for cancellation.

**The Lead State may cancel the Public Safety/Wireless Priority Service portion of the Category 1 Scope at any time. If the Lead State chooses to cancel the Public Safety/Wireless Priority Service portion of Category 1 Scope, it will provide contractors with 180 days notice.**

No other Terms and Conditions, End User Agreements, or any other terms will be offered with the new product or service unless it is included in the Master Agreement.

## **2.2 Category 2- Equipment and Accessories**

This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.

This Award Category is for National Award only.

### **2.2.1 Definitions**

Accessories Any equipment, component or add-on accessory intended for use with cellular connected devices.

Equipment Any device operating over cellular carrier provided network. Does not include servers, desktops or laptop computing devices.

Cellular Devices Any phones or other equipment used to connect over wireless services offered by cellular carriers (Category 1).

### **2.2.2 Eligible Equipment and Accessories**

Those products eligible as equipment and accessories under this solicitation, currently includes and may be expanded as technology advances:

- Basic Cellular Devices
- Smartphones - iOS, Android, Other
- Stand Alone, Integrated or USB Dongle Cellular Modems
- Wi-Fi/Cellular Routers
- Tablets that are cellular-network connected
- Other equipment with a primary purpose for communicating over the cellular carrier network, currently including:
  - Sensors

- Cellular-enabled Video cameras
- Accessories:
  - Replacement Batteries
  - Cases & related accessories
  - Screen Protectors
  - Chargers
  - Cords / cables
  - Signal Boosters / antennae
  - Headsets and speakers for use with wireless devices

### **2.2.3 Service Requirements**

#### Condition of Equipment and Accessories

All equipment and accessories provided under this contact must be new, unused and properly functioning when received by participating entity if priced as a new product.

Superseded, used, returned, or reconditioned items will be accepted if labelled as such in the sales order.

#### Trial Period

Contractor may allow for a designated trial period for testing/evaluating equipment and accessories without additional charges or fees if applicable. Contractor will describe the timeframe for the 'trial period' and procedures for implementing this policy in the sales invoice or purchase order.

#### Return of Equipment and Accessories

Any equipment or accessories that are not properly functioning when received by the participating entity must be replaced by the contractor with new and properly functioning equipment or accessories within 5 business days of the defective equipment or accessories being reported to the contractor.

Participating entities shall not be responsible for any costs related to the return and/ or replacement of any equipment or accessories that are returned due to quality problems, duplicate shipments or other shipping errors, outdated products or other issues related to non-compliance with terms of this agreement. Contractors must confirm in writing to the end user when returns are received.

Participating entities shall not be assessed restocking fees or any other fees for items trialed and then returned as unacceptable for any reason.

Contractor will allow for equipment and accessory purchases at all retail stores open to the public. Sales personnel at retail stores will be aware of pricing from the Master Agreement that results from this solicitation.

### **2.2.4 Pricing**

#### Cost Sheet

See Attachment C for details for Award Category 2.

#### Financing



Financing is allowed under the Master Agreement, but may be subject to each PA as some jurisdictions may not allow Financing.

#### Individual Responsible (IRU) Plan Discount

Pricing Discounts for equipment and accessories offered to public employees with Individual Responsible plans are to be stated on the Cost sheet (Attachment C). See section 5 for additional details.

#### Shipping

Contractor if a Carrier must activate service on new equipment within 72 hours of request or shipping.

### **2.3 Category 3 – Internet of Things and other Turnkey Wireless Applications**

This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

**This Award Category may be for National Award, or Regional Award at the indication of the Contractor in their proposal. Contractors will indicate this preference in Attachment W.**

**Awards will be made in each individual sub-category of Category 3, not for Category 3 as a whole. An award in one sub-category does not entitle a vendor to offer products or services in any other subcategories for which they were not specifically awarded.**

#### **2.3.1 Definitions**

Turnkey Wireless Solution For the purposes of this solicitation a Turnkey Wireless Solution is an integrated, on premise or hybrid system that includes three broad elements:

- End Points physical objects (things like sensors, cameras, end point devices, etc.) that contain embedded technology to sense or interact with their internal state or external environment and the ability to communicate with a remote application
- Network Services a wireless communication network providing M2M communication services or some other method of data transport connecting the dedicated physical objects with;
- Back Office Systems applications and central or back end systems (servers, software, operating systems, storage, etc.).

#### **2.3.2 Turnkey Wireless Solutions**

A Proposal shall fully disclose what is included in the Turnkey Wireless Solutions, including all operational components, training, services, equipment, licenses, third party agreements, any and all fees and performance guarantees.

Products and services offered by carriers/Contractors under Legacy Plans that are now part of Category 3 awards under this solicitation will be part of the contracts that result from this solicitation if the carrier/Contractors has also been awarded under that Category and Sub-category.

**For example: MDM products under legacy plans may only be offered under the new Master Agreement if the Contractor is awarded under the MDM subcategory of Category 3 awards.**

If an Contractor is not awarded a product under an Award Category 3 subcategory, but has provided a product or service under Legacy Plans, the Contractor may continue to offer the product to end users already under contract. The product may not be offered to new end users unless the Contractor has won award of the subcategory.

Turnkey Wireless Solutions Single Contract The provider offering a Turnkey Wireless Solutions may utilize subcontractors and partners to provide various elements of the system, but the system including all licensing rights will be covered by a single contract between the end user that purchases the system and the provider who is awarded a master agreement for this category of award.

Limited Related Service The provider shall provide support services as needed to install, maintain and enhance the system over the life of the system. These Limited Related Services shall be included in the system pricing. Installation services may be capped in proportion to the project at hand. The Proposal shall describe all related services that are included in the Turnkey Wireless System. The purchasing entity shall have the option to purchase additional services at pricing offered by the proposer and provide an hourly rate related to the project for the Additional Consulting or Integration Services.

Additional Consulting or Integration Services

- a. The purchasing entity shall have the ability to purchase consulting or integration services from the provider.
- b. Consulting Services – In Category 3, “Consulting Service” means planning, assessment and other professional consulting services provided by the Contractor related to the public entities planning, design, assessing, operating or maintaining an IoT solution.
- c. Additional Services – In Category 3, “Integration Service” means the process of making new IoT devices, data, platforms and applications, as well as existing IT assets (for example, business applications, data, mobile, SaaS and legacy systems) work well together in the context of implementing end-to-end IoT business solutions. Integration services are not part of turnkey system or limited related service, but may be acquired from the provider or from a separate integration service provider at the sole discretion of the purchasing entity.

Limited Related Service and Additional Consulting or Integration Services will be billed at an Hourly rate will be included on the Cost Sheet (Attachment C) and will be included in the Master Agreement. The Hourly rate will be a blended rate and will encompass all related cost for these additional services.

**2.3.3 Category 3 Subcategories of Award**

See Attachment V for Category 3 Subcategory Definitions.

Right to Refresh

**This category of master agreements (Turnkey Wireless Solutions) may** be reopened and refreshed at the sole discretion of the Lead State at any time. The refresh may allow additional Turnkey Wireless Solutions offering in the broad scope or by specifically identified sub categories. The

Lead State reserves the right to change the methodology for award for all or any subcategories at the time of the refresh/reopen of the solicitation. Awards for Award Category 3 in any refresh solicitation will be given the same contract term as the initial award.

#### Data Protection

##### **The provider shall:**

- a. Specify the best available standards-based encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.
- b. Describe whether or not it is willing to sign relevant and applicable agreements that may be necessary to protect data with a Purchasing Entity.
- c. Describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement.
- d. Specify its data disposal procedures, policies and destruction confirmation process

#### Subcontractors

Providers must explain for each Turnkey Wireless Solutions offered if they intend to provide it directly or through the use of Subcontractors. Any Subcontractor that a Provider chooses to use in fulfilling the requirements of the solicitation must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the solutions provided in this category.

- a. Contractor must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.
- b. If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP.
- c. Include a description of how the Contractor will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

#### **2.3.4 Security For each Turnkey Wireless Solutions proposed include both a security disclosure statement.**

Contractors for Award Category 3 must submit answers to Attachment S.

#### **2.3.5 Client Infrastructure Impact and Support**

Contractors will be willing to provide a description of the Impact and Support on End User infrastructure upon request Assessment what impacts the Turnkey Wireless application will have on the infrastructure used by purchasing entity, including the client's network, data storage and client owned and operated endpoints before installation. Contractor will at the time of purchase identify any support required by the purchasing entity to support the proposed Turnkey Wireless Solutions.

### **2.3.6 Client Infrastructure and Support**

Unless the purchasing entity waives the requirement, the Contractor shall provide a description of the Impact and Support on the End User infrastructure. This shall include an assessment of impacts the Turnkey Wireless application will have on the infrastructure used by purchasing entity, including the client's network, data storage and client owned and operated endpoints before installation. The description shall also identify any resources required by the purchasing entity to support the proposed Turnkey Wireless Solutions.

### **2.3.7 Pricing Requirements**

#### Cost Sheet

See Attachment C for details for Award Category 3.

**No other Terms and Conditions, End User Agreements, or any other terms will be offered with the new product or service unless it is included in the Master Agreement at formation or by Amendment.**

## **Section 3: Adding New Products and Services**

The Lead State anticipates establishing a process for regular communication with contractors and addition of new products and services. Addition of new products will be treated differently based on which category of award covers the product or service.

### **3.1 General Requirements**

The Lead State, along with the sourcing committee of this Solicitation will review and add new products and services to the Master Agreements outlined below. The Lead State reserves the right to modify this process to ensure open, transparent and reasonable review of proposed new products and services.

### **3.2 New Products added under Award Category 1**

For new service plans under Award Category 1, Carriers may add new plans as they become available to end users, so long as the plans are added to Attachment G, Contract Coverage Attachment, at the next quarterly update and therefore incorporated into the Master Agreement. If the new plans are not added to Attachment G at the next quarterly update, they will not be included within the scope of the Master Agreements that result from this solicitation. Once plans are incorporated into the Master Agreement in this manner, they are subject to the termination restrictions in section 2.1.4.

### **3.3 New Products added under Award Category 2**

Contractors may add new products under Award Category 2 at any time as long as they fall within the scope of that award category. The Lead State reserves the right to make the determination of whether a product falls within award category 2.

### **3.4 New Products added under Award Category 3**

For new products under Award Category 3, Contractors must submit a request to the Lead State and sourcing team for consideration using Attachment N. All new products under Award Category 3 will be allowed only through amendment of the Master Agreements that result from this solicitation.

After consultation with the sourcing team, the Lead State may choose to include the new product under the Master Agreements by amendment. The Contractor will provide an updated Attachment G at the next quarterly update for public distribution.

#### **3.4.1 New Product Request Form**

The New Product Request form will be submitted to the Lead State to request any new products or services under Award Category 3(See Attachment M).

Proposed additional terms and conditions, end user agreements or related materials to be used with the new product must be included with the New Product Request form to be considered for addition to the Master Agreement. Terms and Conditions for additional products/services may be negotiated by the Lead State before addition.

#### **3.4.2 New Product Request Log**

All new added products and services under Award Category 3 will be included on Attachment N, Request Log sheet that will include Lead State recommendations and observations. This log will be included in the contract file and will be available for public view.

#### **3.4.3 Quarterly Amendments**

The Lead State expects to conduct quarterly amendments of the Master Agreement to add new products and services under Award Category 3. The Lead State reserves the right to amend, or not amend the Master Agreement at any time.

Terms and Conditions not included in the addition of new products for Award Category 3 will not be part of any agreement with end users. Contractors will present end users only with the Terms and Conditions agreed to by the parties in the Master Agreement Amendment.

#### **3.4.4 Terms and Conditions Compliance with Master Agreement**

All Products offered under Award Category 3 shall comply fully with all applicable Federal and State laws and regulations. The Order of Precedence clause in the NASPO ValuePoint Master Agreement Terms and Conditions and/or Participating Addendum will control in the event of any conflict between the NASPO ValuePoint Master Agreement and/or Participating Addendum and the Product Terms and Conditions. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

### **3.5 Quarterly Call/Meeting**

The Lead State expects to have a call with contractors every quarter to discuss the status of the contracts, discuss proposed new products and services, and any other issues that may arise regarding the contract. These calls/meetings will be scheduled at mutually agreed upon times.

### **3.6 Terms and Conditions Compliance with Master Agreement**

Any and all Products offered and furnished under any award category shall comply fully with all applicable Federal and State laws and regulations. The Order of Precedence clause in the NASPO ValuePoint Master Agreement Terms and Conditions and/or Participating Addendum will control in the event of any conflict between the NASPO ValuePoint Master Agreement and/or Participating Addendum and the Product Terms and Conditions. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

## **Section 4: Individual Responsible Account Discounts**

### **4.1 Individual Responsible Account Definition**

Individual Responsible Accounts (“IRU”) are accounts for products and services between Contractors awarded a contract under this solicitation and individuals who are employees of eligible users of the Master Agreement. IRU accounts are for the personal use of individual employees of eligible end users of the Master Agreement. IRU discount offerings are not required by Contractors but are scored as a Technical Scorable Criteria for Award Category 1.

All other plans used under this contract by eligible end users are Government/Corporate Responsible Plans (CRU).45.2 Corporate Responsible Account Definition

Corporate Responsible Accounts (“CRU”) are accounts for end users of the Master Agreement.

### **4.3 Discount for Individual Responsible Account offerings**

Contractors will indicate what, if any discount they allow for IRU accounts under this Master Agreement. This discount is entered in their Costsheets (Attachment C) and be included in the Master Agreement.

## **Section 5: Reporting**

### **5.1 General Requirements**

#### **5.1.1 Reporting shall be provided in the format required by NASPO ValuePoint:**

*6.1.1.1 Attachment H (Award Category 1)*

*6.1.1.2 Attachment I (Award Category 2)*

*6.1.1.3 Attachment J (Award Category 3)*

#### **5.1.2 Attachment G: Contract Coverage Attachment**

Contractors under the Master Agreement that results from this contract will submit quarterly Attachment G to the Lead State. This attachment is intended to encapsulate the

plans, services and offerings of the contractor. This would include any legacy and current offerings, including the plans entered on Attachment C. (anything that would be covered by the Master Agreement).

For Award Category 1, all legacy plans that have a discount under the Current Nevada Master Agreement must continue the discount to be covered by the Master Agreement that results from this solicitation. All legacy plans that do not have a discount under the Current Nevada Master Agreement may continue to have no discount under the Master Agreement that results from this solicitation

*Attachment G must be submitted by Contractors awarded under Award Category 1, Award Category 3 and Award Category 4.*

**5.1.3 Individual participating entities may request specific equipment sales summaries, which shall be provided at no cost.**

Upon request, provide reporting elements and/or management reports related to usage for services that are available and would optimize the participating entity's ability to assess utilization and cost.

Be able to provide custom reports as may be requested by individual participating entities. Describe in general, the level of sophistication and complexity, custom usage report data that you can provide to the participating entities. Vendors should provide a sample report with their proposal.

Upon request, provide subscribers with usage reports which include full itemization of call details (such as the information on the Contractor's standard bill for consumer accounts) to enable verification of usage including: (1) call date, call number call length, call time, and (2) plan cost, per minute charges, overage cost, additional features charges and other fees, etc.

**5.2 Quarterly Call/Meeting**

Contractors must be available for a quarterly meeting by phone, video conference, or in person to discuss contract concerns, developments and any upcoming additional products or services related to reporting.

**5.4 Usage Reports (Other States)**

Other States and participating entities may have alternate reporting requirements and will be addressed by their Participating Addendum.

## Section 6: Pricing Landing Page

### 6.1 General

NASPO ValuePoint will develop a pricing landing page (webpage) to display contractor pricing in several key areas on an ongoing basis. It is anticipated that the end users will be able to use this Pricing Landing page as a tool to aid in pricing and negotiating plans and device accessory purchases from all awarded contractors. Contractors are expected to provide certain required fields for the Pricing Landing Page. This Section applies only to Category 1 awards.

### 6.2 Pricing Landing Page Requirements

#### 6.2.1 General Requirements

The Pricing Landing Page will consist of a webpage to allow for quick reference of plans, equipment, accessories and services offered by contractors. Contractors may update the required fields at their discretion whenever they wish. The fields must be populated by contractors.

#### 6.2.2 for Carriers/Contractors (Awarded under Category 1)

At the onset of the contract, Carriers/Contractors will be required to enter in pricing plans for the following scenarios that are found in Attachment C (Costsheet):

- Plans that include a subsidized device in the monthly rate plan cost
  - Basic phone with unlimited voice and messaging
  - Smartphone - 4 Gig of data, unlimited voice & messaging
  - Smartphone - 300 minutes of voice, unlimited data & messaging
  - Smartphone - unlimited data, voice & messaging
  - data only - low - 150 kb
  - data only - moderate - 4 Gig
  - data only - unlimited data
- Plans that require user to supply the device or pay for it separately
  - Smartphone - 4 Gig of data, unlimited voice & messaging
  - Smartphone - unlimited data, voice & messaging
  - Tablet - 1 Gig of data
  - Tablet - shares data with other devices
  - data only - low - 150 kb
  - data only - moderate - 4 Gig
  - data only - unlimited data

These categories have been identified as representing the rate plans and services that are most commonly purchased by NASPO Participating Entities. The categories may be changed as desired by the contractor by submitting updates to NASPO ValuePoint.



## **6.3 Pricing Landing Page Features**

### Pricing information

The Lead state will develop a required reporting based on the 14 scenarios listed in Attachment C for the landing page. The lead state reserves the right to determine requirements.

### Disclaimers

Clear disclaimers to end users that all pricing reflects contractors best estimates for hypothetical use cases and does not represent local fees, taxes and potential discounts available at specific locations

### Point of Contact Information

Sales, Customer Service and Contract Administration point of contact information for ease of reference

### Current Offers

Current Discounts, Offers, and Specials available to end users. This would be done on a national basis. Disclaimers for reasonable variance will be allowed at the discretion of the lead state.

## **Section 7: Administration of Contracts**

### **7.1 Quarterly Amendment**

The Lead State anticipates it will provide for regular quarterly amendments to the Master Agreement if there is a need to add new products or services. (Section 4). The Lead State at its discretion may elect to amend the Master Agreement at any time.

### **7.2 Quarterly Call**

The Lead State and sourcing team intend to hold quarterly calls to facilitate new products/services, discuss the administration of the Master Agreements, and all other applicable aspects of the master agreement.

### **7.3 Annual Meeting**

Contractors must be available for an annual meeting in person to discuss continuing administration of the contract. The Lead State anticipates meeting once a year in person to facilitate more in depth communication. The location of in-person meetings will be in The Salt Lake City area, or elsewhere at the discretion of the Lead State.

### **7.4 Published Documents**

The Lead State intends to publish all new product/service request forms, new product logs, and any sourcing committee recommendations and notes related for reference. End users may use these documents to aid in their purchasing decisions.

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet  
Award Category 1 Costsheet

Vendor Name:		T-Mobile USA, Inc.		Subsidized Device Scenarios		Bring Your Own Device Scenarios					
Scenario	Description <small>(user provides a device along with the rate plan. Pricing is for 1 device/plan or applicable per month.)</small>	rate (2 per month)	Usage Weight	Weighted Cost	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.	Scenario	Description <small>(user provides own device separately. Pricing is for 1 device/plan or applicable per month.)</small>	rate	Usage Weight	Weighted Cost	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
1	basic phone - unlimited voice & messaging	\$20.00	0.115	\$2.30	T-Mobile provides a basic phone with an MSRP value of \$60.00 for calling and text messaging on a subsidized unlimited talk, text, and 2GB data plan. 24 months of service required.	8	Smartphone - 4 Gig of data, unlimited voice & messaging	\$20.00	0.01	\$0.20	Subsidized Unlimited Talk, Text, and Data with 2GB (Other data allotments available) • Unlimited minutes • Unlimited messaging • Unlimited data with 2 GB high-speed • Smartphone Mobile Hotspot. Speeds slow at GB allotment. • Simple Global • Statewide International Unlimited Texting • Mobile Without Borders • Single On optimized video • Domestic data roaming • Music Freedom Pricing includes the 16% NASPO discount.
2	Smartphone - 4 Gig of data, unlimited voice & messaging	\$24.36	0.055	\$1.34	T-Mobile provides a basic smartphone with an MSRP value of \$110.00 included with a Smartphone Unlimited data, voice and messaging plan. 24 months of service required.	9	Smartphone - unlimited data, voice & messaging	\$24.36	0.01	\$0.24	T-Mobile ONE for Government Unlimited • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512Kbps • Simple Global • Statewide International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
3	Smartphone - 300 minutes of voice, unlimited data & messaging	\$20.00	0.357	\$7.14	T-Mobile provides a smartphone discount of \$50.00 on every unlimited tablet plan. 24 months of service required on this rate plan.	10	Tablet - 1 Gig of data	\$20.00	0.01	\$0.20	T-Mobile ONE for Government Tablet Unlimited. • Unlimited messaging and high-speed data • 1GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) • Simple Global • Optimized video streaming at 480p • Statewide International Unlimited Texting • Mobile Without Borders • Domestic data roaming Pricing includes the 16% NASPO discount.
4	Smartphone - unlimited data, voice & messaging	\$34.44	0.048	\$1.65	T-Mobile ONE for Government Unlimited • Includes a \$240.00 device subsidy • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512Kbps • Simple Global • Statewide International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount. We also offer a \$33.00 or \$64.00 (before AVD) subsidized plans with higher subsidies that we can offer to NASPO. L1 Requirements for Customer to Qualify for Device Credits. (a) For the Device Credit to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "Subsidy Term"). (b) Customer can only choose one of the rate plans for each line of Service and cannot change or move the lines during the Subsidy Term. (c) Each line of Service and each Device purchased must be activated in accordance with the terms of the Agreement and (d) Customer's account must remain in good standing with T-Mobile to receive the Device Credit. (e) Customer may upgrade the device after 20 months from date of activation after full payment of the outstanding amounts for the device. For the avoidance of doubt, lines of Service that are terminated or suspended (without reactivation) within the Subsidy Term will not qualify for any Device Credit. Subsidy Term/Termination; Device Recovery Fee. If any line of Service that received a Device Credit is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile a pro rata portion of the Device Credit equal to 1/6 of the subsidy amount for each month that has been credited.	11	Unlimited Data Plans (in Throttling) that are used by First Responders	\$33.60	0.01	\$0.34	Priority ONE for First Responders with no de-prioritization • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512Kbps • Simple Global • Statewide International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
5	data only - low - 150 kb	\$8.40	0.014	\$0.12	T-Mobile will give \$3.00 off of a T-Mobile sold device with a 24 month agreement on the data only low 150kb plan.	12	data only - low - 150 kb	\$8.40	0.01	\$0.08	Simple Choice for Government 1GB • Unlimited data (speeds slow at 1GB) • Unlimited domestic messaging • Smartphone Mobile Hotspot • Domestic data roaming • Simple Global • Statewide International Unlimited Texting • Music Freedom Pricing includes the 16% NASPO discount.
6	data only - moderate - 4 Gig	\$16.80	0.04	\$0.67	T-Mobile will give \$15.00 off a data only moderate 4GB plan off of a T-Mobile sold device with 24 months of service on the data only moderate 4GB plan.	13	data only - moderate - 4 Gig	\$16.80	0.01	\$0.17	Simple Choice for Government 3GB • Unlimited data (speeds slow at 3GB) • Unlimited domestic messaging • Smartphone Mobile Hotspot • Domestic data roaming • Simple Global • Statewide International Unlimited Texting • Music Freedom Pricing includes the 16% NASPO discount.
7	data only - unlimited data	\$38.25	0.287	\$10.98	T-Mobile will provide up to \$72.00 subsidy off of a T-Mobile sold compatible data hotspot device on the data only unlimited subsidy plan.	14	data only - unlimited data	\$38.25	0.01	\$0.38	Simple Choice for Government M Unlimited • Unlimited High-speed Mobile Internet Data • Unlimited domestic messaging • Domestic data roaming • Simple Global • Statewide International Unlimited Texting • Music Freedom Pricing includes the 16% NASPO discount.
Total				\$44.1		Total				\$1.63	
Grand Total (C14 + K14)				\$25.81							

Scenario	Description	requirements	Scenario	Description	requirements
1	basic phone - unlimited voice & messaging	• Monthly rate covers 1 user / plan for device, network access, unlimited voice talk time and unlimited messaging • Service must be most current in stock device • Plan used on device will be pulled from account pool • Plan includes unlimited messaging from the US to other countries	8	Smartphone - 4 Gig of data, unlimited voice & messaging	• Monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data • Data must contribute to overall account pool • Unused data from the previous month may roll over into the next month's allowance • Plan includes unlimited messaging from the US to other countries
2	Smartphone - 4 Gig of data, unlimited voice & messaging	• Monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data • Service must be no older than one generation removed from most current model • Data must contribute to overall account pool • Unused data from the previous month may roll over into the next month's allowance • Plan includes unlimited messaging from the US to other countries	9	Smartphone - unlimited data, voice & messaging	• Monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data • Data must contribute to overall account pool • Unused data from the previous month may roll over into the next month's allowance
3	Smartphone - 300 minutes of voice, unlimited data & messaging	• Monthly rate covers 1 user / plan for device, network access, 300 minutes of voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data • Service must be no older than one generation removed from most current model • Data must contribute to overall account pool • Plan includes unlimited messaging from the US to other countries	10	Tablet - 1 Gig of data	• Monthly rate covers 1 user / plan for network access, unlimited mobile hot spot and at least 1 Gig of 4G data • Data must contribute to overall account pool • Unused data from the previous month may roll over into the next month's allowance
4	Smartphone - unlimited data, voice & messaging	• Monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data • Service must be no older than one generation removed from most current model • Data must contribute to overall account pool • Plan includes unlimited messaging from the US to other countries	11	Unlimited Data Plans (in Throttling) that are used by First Responders	• Monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data • Plan includes unlimited messaging from the US to other countries
5	data only - low - 150 kb	• Monthly rate covers 1 user / plan for device, network access and at least 150 kb of 4G data • Service must be no older than one generation removed from most current model • Data must contribute to overall account pool • Unused data from the previous month may roll over into the next month's allowance	12	data only - low - 150 kb	• Monthly rate covers 1 user / plan for network access, at least 150 kb of 4G data • Data must contribute to overall account pool • Unused data from the previous month may roll over into the next month's allowance
6	data only - moderate - 4 Gig	• Monthly rate covers 1 user / plan for device, network access, at least 4 Gig of 4G data and unlimited mobile hotspot • Service must be no older than one generation removed from most current model • Data must contribute to overall account pool • Unused data from the previous month may roll over into the next month's allowance	13	data only - moderate - 4 Gig	• Monthly rate covers 1 user / plan for network access and at least 4 Gig of 4G data and unlimited mobile hotspot • Data must contribute to overall account pool • Unused data from the previous month may roll over into the next month's allowance
7	data only - unlimited data	• Monthly rate covers 1 user / plan for device, network access, unlimited 4G data and unlimited mobile hotspot • Service must be no older than one generation removed from most current model • Data must contribute to overall account pool • Unused data from the previous month may roll over into the next month's allowance	14	data only - unlimited data	• Monthly rate covers 1 user / plan for network access, unlimited 4G data and unlimited mobile hotspot • Data must contribute to overall account pool • Unused data from the previous month may roll over into the next month's allowance

Catalog Discount Offering		
Description	Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered plans as defined by the Scope of Work (Must be an entry to be responsive)	16%	The 16% NASPO discount applies to the rate plans listed above in Category 1.

ILU Discount Offering		
Description	Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered to ILU accounts as defined by the Scope of Work	up to 33%	Amplified Program: Get the hook up with T-Mobile Amplified - exclusive savings of up to 33% off for your employees and their families. • Talk, text, & 4G LTE data on your smartphone • Mobile hotspot • Video streaming • FREE Gogo <sup>®</sup> In-Right Wi-Fi • International coverage in 210+ countries and destinations (up to 25k Kbps) • Name ID • Voice to text • No-cost DIGITS <sup>®</sup> number with each line

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheat

Award Category 2 Costsheat

Vendor Name:

T-Mobile USA, Inc.

Item Number	Item Description	Manufacture/Brand	Model	Price Per Unit	MSRP	Category Percentage off of MSRP (if applicable)	Average Cost	Notes
1	Cases	Griffin	Apple iPhone X Survivor Strong Case - Black	\$29.99	\$29.99	25.00%	\$36.66	Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
		Apple	Silicone Case for iPhone XS	\$39.99	\$39.99	25.00%		Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
		OtterBox	SymmetrySeries Case for Samsung Galaxy S9	\$39.99	\$39.99	25.00%		Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
2	Screen Protectors	Tech21	Apple iPhone X/XS Impact Shield	\$34.99	\$34.99	25.00%	\$29.99	Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
		PureGear	Roll-On Extreme Impact for Samsung Galaxy S9	\$29.99	\$29.99	25.00%		Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
		PureGear	Roll-On Extreme Impact for Apple iPhone X/XS	\$24.99	\$14.99	25.00%		Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
3	Chargers	T-Mobile	4ft Lightning Cable	\$19.99	\$19.99	25.00%	\$18.32	Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
		Belkin	Micro-USB to USB A Cable, 4ft	\$19.99	\$19.99	25.00%		Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
		T-Mobile	Micro Cable 4 ft Black	\$14.99	\$14.99	25.00%		Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
4	Headsets for use with wireless devices	Apple	EarPods with Lightning Connector	\$29.99	\$29.99	25.00%	\$69.99	Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
		Apple	Airpods	\$159.99	\$159.99	25.00%		Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
		Skullcandy	Ink'd Wired with mic - Black	\$19.99	\$19.99	25.00%		Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
5	Speakers for use with wireless devices	JBL	Go Speaker	\$39.99	\$39.99	25.00%	\$123.32	Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
		JBL	Link 10 - Black	\$149.99	\$149.99	25.00%		Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
		Ultimate Ears	BLAST and POWER UP - Black	\$179.99	\$179.99	25.00%		Other options available at <a href="https://business.t-mobile.com/accessories">https://business.t-mobile.com/accessories</a>
6	Basic Cell Phone	Alcatel	GO FLIP	\$75.00	\$75.00	0.00%	\$25.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
7	Push to Talk Device	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
8	SmartPhones	Apple	iPhone XS 64GB	\$999.99	\$999.99	0.00%	\$873.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPhone X 64GB	\$899.99	\$899.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy S9 64GB	\$720.00	\$720.00	0.00%		Pricing are subject to change at time of purchase and availability.
9	Tablets	Apple	iPad 32GB	\$459.99	\$459.99	0.00%	\$493.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPad Pro 10.5 64GB	\$779.99	\$779.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy Tab E	\$240.00	\$240.00	0.00%		Pricing are subject to change at time of purchase and availability.
10	Cellular Modems stand alone, integrated or USB	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
11	MiFi Hot Spots	Alcatel	LINKZONE	\$72.00	\$72.00	0.00%	\$24.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
12	WiFi Cellular Routers	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
13	IoT Sensors	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
14	Cellular-enabled video cameras	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
15	Cords / cables	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
16	Signal Boosters / Antennas	TBD	TBD	\$0.00	\$0.00	0.00%	\$0.00	T-Mobile will work with each Participating State on in-building solutions.
		TBD	TBD	\$0.00	\$0.00	0.00%		T-Mobile will work with each Participating State on in-building solutions.
		TBD	TBD	\$0.00	\$0.00	0.00%		T-Mobile will work with each Participating State on in-building solutions.
Total							\$278.28	
<b>ILU Discount Offering</b>								
Description		Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.					
Percentage off discount rate offered to ILU account		\$0.00	Promotional offerings at the time of purchase may apply.					

## MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet

## Category 3A: Fleet Management Costsheet

VENDOR

T-Mobile USA, Inc.

## Monthly Recurring Cost

Description	minimum quantity of vehicles	monthly fee	total annual cost (qty x fee x 12)	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
Basic Fleet Management	10	\$12.60	\$1,512.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	100	\$12.60	\$15,120.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	500	\$12.60	\$75,600.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	1000	\$12.60	\$151,200.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	5000	\$12.60	\$756,000.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
<b>Total Annual Recurring Cost</b>			<b>\$999,432.00</b>	

## Service Requirements

Description	requirements
Basic Fleet Management	<ul style="list-style-type: none"> <li>*Solution to track, monitor &amp; dispatch vehicles while collecting information on vehicle location &amp; operation</li> <li>*must have option to connect to vehicle's On Board Diagnostic-II (OBD-II) port</li> <li>*Ability to monitor vehicle location</li> <li>*Provide location-based vehicle dispatch support</li> <li>*Collect information on driver performance</li> <li>*Real time and historical reporting via secure, centralized portal</li> <li>*Ability to set up alerts based on customer devined parameters</li> </ul>

## Installation &amp; Set Up Costs

Description	minimum quantity of vehicles	cost per vehicle	Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
	100	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
	500	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
	1000	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
	5000	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
<b>Total Installation and Set Up Cost</b>			<b>\$0.00</b>	

## Installation &amp; Set Up Requirements

Description	requirements
Installation, Set Up and Basic System Administrator Training	<ul style="list-style-type: none"> <li>*Set up and configuration of customer's instance in provider's hosted environment.</li> <li>*install each device in vehicle and connect to OBD-II</li> </ul>

Scorable Cost

**\$999,432.00**

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheets				
Category 3C: Mobile Integration Costsheets				
VENDOR	T-Mobile USA, Inc.			
Monthly Recurring Cost				
Description	minimum quantity of licenses	monthly fee	total annual cost (qty x fee x 12)	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
Basic Mobile Integration cost per device	10	\$23.50	\$2,820.00	a. Cloud PBX Calling i. Direct Inward Dial/Direct Outward Dial to/from Business Phone Number ii. Direct Inward Dial/Direct Outward Dial to/from Business email address to Business email address iii. Personal Group Calling (existing and ad-hoc) 3-Way calling implemented through ad-hoc personal groups iv. Transfer (Blind, Consultative) v. Hold vi. Call Waiting vii. Call Waiting ID viii. Call Forward (All, No Answer, Busy, Selective) ix. Find Me Follow Me x. Do Not Disturb xi. Out of Office xii. Caller Name & Number xiii. Call Name &/or ID Block (outbound) xiv. Call pull xv. Voicemail xvi. Voicemail to text (300 sec)
	100	\$23.50	\$28,200.00	Same as above.
	500	\$23.50	\$141,000.00	Same as above.
	1000	\$23.50	\$282,000.00	Same as above.
<b>Total Annual Recurring Cost</b>			<b>\$454,020.00</b>	

Service Requirements		
Description		requirements
Basic Mobile Integration		As a minimum, solutions meeting this criteria will provide: •Single Number Reach or the ability for a user to be reached at a single business telephone number. •Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing. • Single Voicemail Box for calls to that single business number.

Installation & Set Up Costs				
Description	minimum quantity of licenses		Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		\$0.00	Installation and Set up at no cost.
	100		\$0.00	Installation and Set up at no cost.
	500		\$0.00	Installation and Set up at no cost.
	1000		\$0.00	Installation and Set up at no cost.
<b>Total Installation and Set Up Cost</b>			<b>\$0.00</b>	

Installation & Set Up Requirements		
Description		requirements
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's mobile service with integration to wired service. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.

<b>Scorable Cost</b>	<b>\$454,020.00</b>
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Consultative Hourly Rate (this rate will be included in the	\$0.00
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Line	Account	Code	Amount	Balance	Rate	Term	Start	End	Days	Rate	Term	Start	End	Days	Rate	Term	Start	End	Days	Description	Comments	
10001	10000000000000000000		100.00																		Initial investment amount	Initial investment amount
10002	10000000000000000000		100.00																		Initial investment amount	Initial investment amount
10003	10000000000000000000		100.00																		Initial investment amount	Initial investment amount









## MA176-1 Attachment H

Field Name	Field Description
VENDOR	The awarded Contractor's name
VENDOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)
STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO AGENCY	Customer (agency) Bill to name
BILL TO CITY	Customer (agency) Bill to city
INVOICE DATE	(mm/dd/ccyy)
PRODUCT DESCRIPTION	Product description of purchased product
CRU Lines	Commodity-level code based on UNSPSC code rules (8 Digits)
<b>CRU Minutes</b>	<b>Number of voice minutes used</b>
<b>CRU Text</b>	<b>Number of texts sent and received</b>
CRU Data	Amount of data used
<b>CRU Gross Sales</b>	<b>Gross Sales</b>
<b>Equipment Lease</b>	<b>Amount of monthly charges for leased equipment</b>
LIST PRICE/MSRP/CATALOG PRICE	uniform for each contract]
NASPO ValuePoint PRICE	NASPO ValuePoint Price- US Currency (\$99999.999)
QUANTITY	Quantity Invoiced (99999.999)
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)
NASPO ValuePoint ADMIN FEE	Administrative Fee based on Total Price - US Currency (\$99999.999)

MA376-1 Attachment H  
NASPO ValuePoint Cooperative Contract Detailed Sales Report

No Quarterly Sales

**Contractor:**

**Quarter:**

Vendor Name	Vendor Contract Number	State	Customer Type	Bill to Agency	Bill to City	Bill to State	Zipcode	Bill to	Acct # or Customer #	Invoice Date	Invoice #	Product Description	CRU Lines	CRU Minutes	CRU Text	CRU Data	monthly service cost	Equipment Lease/Rental Cost	Total cost (monthly service + lease/rental)	Admin Fee
-------------	------------------------	-------	---------------	----------------	--------------	---------------	---------	---------	----------------------	--------------	-----------	---------------------	-----------	-------------	----------	----------	----------------------	-----------------------------	---	-----------

## NASPO ValuePoint Cooperative Contract Detailed Sales Report

Contractor:

Quarter:

Vendor Contract Number	State	Customer Type	Invoice Date	IRU Lines	Total Cost	Admin Fee
------------------------	-------	---------------	--------------	-----------	------------	-----------

Carrier lists every plan in use under the NASPO contract, provides the quantity of the lines of service using each plan and provides basic details of the plan

Line Count	Plan #	Plan Description	Discount Eligible	Access Cost Before Discount	Included in Plan						Notes
					Voice		Data		Text	subsidized	
					Minutes	Pooled	GB	Pooled	Qty	Device	

qty devices o if yes / no  
 this plan carrier  
 has one

## MA176-1 Attachment I

Field Name	Field Description
VENDOR	The awarded Contractor's name
VENDOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)
STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME	Customer (agency) Bill to name
BILL TO ADDRESS	Customer (agency) Bill to address
BILL TO CITY	Customer (agency) Bill to city
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME	Customer (agency) Ship to name
SHIP TO ADDRESS	Customer (agency) Ship to address
SHIP TO CITY	Customer (agency) Ship to city
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER	Vendor assigned order number
PO DATE (ORDER DATE)	(mm/dd/ccyy)
INVOICE DATE	(mm/dd/ccyy)
INVOICE NUMBER	Vendor assigned Invoice Number
PRODUCT DESCRIPTION	Product description of purchased product
UNSPSC	Commodity-level code based on UNSPSC code rules (8 Digits)
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]
NASPO ValuePoint PRICE	NASPO ValuePoint Price- US Currency (\$99999.999)
QUANTITY	Quantity Invoiced (99999.999)
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)
NASPO ValuePoint ADMIN FEE	Administrative Fee based on Total Price - US Currency (\$999999.999)
VAR/Reseller/Distributor	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant	Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional	More information

# MA176-1 Attachment I Award Category 2 Reporting Template

MASPO ValuePoint Cooperative Contract Detailed Sales Report

Contractor:

Quarter:

No Quarterly Sales

Vendor Contract Number

Vendor Name

State

Customer Type

Bill to Agency

Bill to Address

Bill to City

Bill to Zipcode

Ship to Agency

Ship to Address

Ship to City

Ship to Zipcode

Order Number

PO Date

Invoice Date

Invoice Number

Product Description

Quantity

UNSPSC Commodity

IRU or CRU

List Price/MSRP

MASPO ValuePoint Price

Total Price

Admin Fee

EPEAT

Energy Star Compliant

Need to match up with Green Language in RFP



Provider lists each Make / Model of equipment sold and the quantity sold of each.

Quantity Sold	Equipment/ Accessory Type	Part Number	Manufacturer	Model	Discount Eligibile	List Price	Notes
---------------	---------------------------	-------------	--------------	-------	--------------------	------------	-------

yes / no

to be taken  
from category  
2 cost sheet  
examples:  
smart phone  
tablet  
case  
etc ...





MA176-1

Attachment L

Wireless Data, Voice and Accessories

Network Technology Questionnaire

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## Network Technology Questionnaire

REDACTED VERSION

The following section requests a description of the characteristics of the networks that you will be using to provide the services covered by award Category 1 of this RFP. To understand the infrastructure and context in which your services will be offered, we ask that you please describe your existing networks, technologies, and plans.

### 1. 4G Cellular Services

Describe the current status and plans for your 4G LTE and earlier generation wireless voice/data technologies.

1. Current 4G network coverage across the U.S.

**T-Mobile Response:** Since 2015, T-Mobile USA, Inc. ("T-Mobile") has more than tripled our LTE coverage. We now cover more than 323 million people and we're working to increase our LTE coverage to 325 million by the end of 2018.

2. Major planned enhancements for these and earlier generation networks in light of the deployment of 5G-based services

**T-Mobile Response:** in April 2017, T-Mobile purchased more than \$8 billion of 600 MHz spectrum from the Federal government. T-Mobile will dedicate part of the new 600 MHz spectrum we just won to LTE and then part to 5G nationwide. T-Mobile is the first company to commit to building a nationwide 5G network. In addition to the 600 MHz band, we have 200 MHz of spectrum in the 28/39 GHz bands covering nearly 100 million people in major metropolitan areas and an impressive volume of mid-band spectrum to deploy 5G in as well. This positions T-Mobile to deliver a 5G network that offers BOTH breadth and depth nationwide. As 5G standards are defined, chipsets are

REDACTED VERSION

CJ18012 Wireless Data, Voice and Accessories RFP Attachment L: Network Technology Questionnaire

delivered, and equipment comes to market, we expect to be 3GPP certified and be able to deploy 5G on clean spectrum – without any re-farming dependency – which means we can light it up and roll it out quickly. We'll expect all this to begin in 2019 and target 2020 for a full nationwide rollout.

3. Voice Quality Performance Target/Guarantee:

- a. Mean Opinion Score (MOS) rating for voice calls

**T-Mobile Response:** T-Mobile is measuring Mean Opinion Score (MOS) for Voice traffic but we do not currently report on this regularly. The primary metrics we rely on for benchmarking customer experience with voice are Dropped Call Rate and Network availability, noted in the other responses.

- b. Dropped Call Percentage

**T-Mobile Response:** T-Mobile relies on an extensive system of network performance tools to assess network reliability and performance. Network performance statistics are monitored and noted degradations are addressed. The specific metrics are confidential, however, the network is engineered to a better than 2% call failure rate (drops, blocking, etc.).

- c. What improvements do you expect with the introduction of VoLTE and Wideband Voice?

**T-Mobile Response:** Over 85% of our calls are carried as Voice over LTE (VoLTE) and Wideband Voice has been deployed since 2016.

4. Broadband Data Performance Expectations/Guarantees:

- a. Uplink/ Downlink Data Rates (Peak, Sustained, Cell Edge)

**T-Mobile Response:**

**4G LTE Network (On-Device):**

- Download speeds: Typically between 7 – 40 Mbps, with peaks up to 90 Mbps and minimum expected speeds of less than 0.1 Mbps
- Upload speeds: Typically between 4 – 20 Mbps, with peaks up to 35 Mbps and minimum expected speeds of less than 0.1 Mbps
- Latency: Typically between 30 – 55 ms

**4G LTE Network (Via Smartphone Mobile HotSpot/Tethering, for Plans Including 4G LTE Tethering):**

- Download Speed: Typically between 3 – 25 Mbps, with peaks up to 90 Mbps and minimum expected speeds of less than 0.1 Mbps
- Upload Speed: Typically between 2 – 10 Mbps, with peaks up to 35 Mbps and minimum expected speeds of less than 0.1 Mbps
- Latency: Typically between 30 – 55 ms

b. Latency

**T-Mobile Response:** Based on analysis and projections from third-party, crowd-sourced data and subject to the factors described above and below, T-Mobile expects T-Mobile-branded customers with broadband-capable devices and qualifying service will experience the following speeds and latency on our 4G LTE network. These ranges are projections based on roughly the 25th and 75th percentiles of network tests. For speeds, peak speeds represent the 99th percentile of network speed results:

T-Mobile constantly works to improve network performance on its 4G LTE network and to pursue advanced and next-generation technologies and services. The above ranges are representative of current service plans. You may occasionally experience speeds outside the ranges included in your plan.

In recent years, T-Mobile has aggressively built out its LTE network so nearly all of our customers have regular access to LTE speeds. In those rare instances where customers are not able to receive an LTE signal, T-Mobile provides non-LTE connections (2G, 3G, and 4G HSPA+) in many areas. Non-LTE connections are used by the small percentage of our customers still using non-LTE devices or, in limited cases, when customers with LTE devices are unable to connect to the LTE network. Based on internal and crowd-sourced testing, we expect T-Mobile-branded customers with broadband-capable devices during non-LTE sessions to typically experience average download speeds of 1.5 Mbps, average upload speeds of 230 Kbps, and latency between 60 and 180 ms. The typical customer experience on T-Mobile's non-LTE network is good for streaming audio, email, and web browsing.

5. Mobile E911 Technology

a. Technology employed?

**T-Mobile Response:** America's national 9-1-1 calling system is designed to make sure that there is a nationwide, seamless communications infrastructure for reaching emergency services across the United States where T-Mobile has coverage + Puerto Rico. Wireless carriers and legacy phone companies must meet specific standards for 9-1-1 calling – as established by the Federal Communications Commission (FCC). T-Mobile's network handles more than 47 million 911 calls every year – that's more than 130,000 emergency calls every day. T-Mobile leads the wireless industry in advancing the use of new location technologies to improve accuracy, whether the caller is indoors or outdoors. T-Mobile was first in the industry to leverage successful commercial device-based hybrid (DBH) location solutions to improve 9-1-1 location accuracy for both iOS and Android handsets. T-Mobile can provide precise location for text-to-911 instead of just a cell sector centroid estimate provided by other carriers. T-Mobile is fully committed to establishing the National Emergency Address Database (NEAD) that will provide directly actionable 'Dispatchable Locations' for first responders – consisting of a validated civic address with supplemental information such as floor/unit number for multistory buildings. T-Mobile was the first wireless carrier to complete 'First Functional Testing' of Dispatchable Location in the FCC Indoor Test Bed. The NEAD Dispatchable Location solution is expected to become available for 9-1-1 callers during 2019.

b. Location Accuracy?

**T-Mobile Response:** Current FCC regulations require either Dispatchable Location or X/Y location within 50 meters (164 feet) for 50% of all wireless 9-1-1 calls. This accuracy requirement increases to 70% of all wireless 9-1-1 calls by April 2020, and to 80% by April 2021. T-Mobile is staying well ahead of these minimum accuracy benchmark requirements, as demonstrated in the Industry Indoor Test Bed, and continues to evaluate new and emerging location technologies as they become available. T-Mobile is also at the forefront of evaluating systems capable of estimating a 9-1-1 caller's vertical location in multistory buildings and will provide this additional information as required by the regulations.

c. Indoor versus outdoor accuracy?

**T-Mobile Response:** The state-of-the-art location solutions utilized by T-Mobile can produce highly accurate location estimates for 9-1-1 callers indoors and outdoors. Complementary location technologies like Assisted GPS and WiFi-based positioning are combined to perform well in each environment. While outdoors, wireless devices benefit from Global Positioning Satellite (GPS) technology and cell tower triangulation to assist with location accuracy. GPS and cell tower signals can be blocked or diminished by building structures, resulting in reduced location accuracy while indoors. T-Mobile has deployed support for enhanced indoor location accuracy by connecting to the National Emergency Address Database (NEAD), which can map Wi-Fi access points to street addresses that emergency responders can be dispatched to.

d. Compliance with February 2015 FCC Mandates

**T-Mobile Response:** T-Mobile is compliant with FCC regulations concerning provision of E911 services. T-Mobile employs a network-based technology to deliver E911. All T-Mobile voice-enabled devices are E911 capable.

e. Technology Plans/Expectations/Timeframes

**T-Mobile Response:** T-Mobile is geared to be a leader in Next Generation 911 (NG911). NG911 will enhance the 911 system to create more efficient, more flexible and resilient systems to keep up with technology used by the public. NG911 will enable emergency reporting via text, images, video and data. T-Mobile has been the industry leader in WiFi calling and over-the-top communications platforms, e.g., DIGITS. WiFi calling allows consumers to make 9-1-1 calls when not connected to a wireless macro network or in areas where there is no macro wireless coverage. DIGITS is an innovative platform that allows for 9-1-1 calls from devices that might not be able to make voice calls otherwise, e.g., tablets. We are also the industry leader in implementing Real-Time-Text (RTT), allowing greater access to 9-1-1, especially for the speech and hearing impaired.

T-Mobile partnered with Apple in 2015 and more recently with Google to enable device based hybrid location technology for 911 calls, which enables wireless devices to send

precise location information when 911 calls are made. This provides faster location sensing and improved location accuracy.

T-Mobile has deployed technology that allows the mapping of Wi-Fi access points and Bluetooth beacons, indoors and outdoors, to street addresses where emergency services responders can be dispatched.

## 2. Network Reliability, Disaster Recovery and Business Continuity

Describe your overall disaster preparedness plan, the steps you have taken to safeguard your internal and exposed assets, and the types of services and response we can anticipate in the event of an emergency or a disaster.

1. Describe your overall approach to network hardening, including physical security for exposed assets, redundant links to cell sites, and internet-initiated threats.

### **T-Mobile Response:**

#### **A. An Overview**

Our team of certified Business Continuity professionals is responsible for documenting and developing enterprise standards, processes, and policies for all business continuity and disaster recovery needs throughout T-Mobile. This team supports business continuity planning and defines enterprise tools and methodologies. Such consistency enhances T-Mobile's overall planning and resumption efforts.

Business Continuity Plans are housed in a centralized online repository, accessible to employees in the office and remotely through a web browser. Additionally, hard copies of plans are available at multiple sites. All Engineering personnel have been trained on these highly-detailed emergency operations plans, and T-Mobile has tiered response teams providing local support needs via enterprise-wide resources.

#### **B. A Network That's There for You**

We have portable generators, cell-on-wheels ("COW"), and transport vendors on standby in every market nationwide. This allows us to quickly move generators from point-to-point in response to an emergency. Cell sites are equipped with battery back-up — plus a permanent generator or generator hook-up. In the event of a momentary or extended power failure, Mobile Switching locations have emergency backup power. They're protected by FM 200 or Pre-action Dry Fire Systems, and they also maintain spare equipment inventory for all critical network elements.

T-Mobile's Wi-Fi Calling can be extremely helpful during a disaster recovery. It leverages the protocol IP Multimedia Subsystem/Session Initiation Protocol ("IMS/SIP"), and allows full voice and data functionality when a user is connected to Wi-Fi with Internet access. This let users take advantage of Wi-Fi enabled devices and existing internet infrastructure as a backup to traditional cellular towers.

We have multiple Network Operation Centers ("NOC") for geographic separation in the event of a regional disaster. NOCs are manned 24 hours a day, 7 days a week, and 365 days a year. All service-affecting elements in the networks are either fault tolerant or fully redundant. Critical nodes, such

as Signaling Transfer Points (“STP”) and Service Control Points (“SCP”), are deployed redundantly and geographically diverse. All members of the various T-Mobile Emergency Response and Crisis Management Teams are equipped with Wireless Priority Service (“WPS”), Government Emergency Telecommunication Service (“GETS”) and Satellite phones.

### **C. Emergency Readiness: Government Coordination**

Before, during and after a catastrophe, we coordinate with local and state officials, Homeland Security, State EOCs and the FCC. We approach coordinated response on several fronts:

- Various T-Mobile departments have established relationships with Federal, State and Local government agencies and officials to facilitate response to events in affected areas.
- Our Government Affairs team actively coordinates the Company’s response activities with the appropriate government officials.
- Our Engineering team has dedicated resources to report operational outages to the Federal Communications Commission on a regular basis.
- We participate in State and Local drills of all varieties. Drills are conducted at the market, regional, and national levels to test readiness and reinforce emergency procedures.
- We provide “Priority Network Access” to public safety officials, emergency first responders, and others in need.
- We provide cell phones and wireless service to fire and police departments.
- T-Mobile monitors evacuation efforts and routes and take steps to increase wireless capacity in those priority areas (shelters, transport hubs, arenas, etc.).

### **D. Additional Resources for if Disaster Strikes**

T-Mobile offers a variety of support options that can provide flexibility and functionality during disasters. They include multiple messaging solutions, mobile internet and e-mail, international services, and online account management.

We’re proud of our response and flexibility with catastrophic situations — always placing our customers as our top priority. For example, we were particularly responsive during the recent hurricanes, Harvey, Irma, and Maria.

### **E. Tiered Support: Getting Customers the Right Help**

T-Mobile has a tiered support structure for its offerings. Typically, a customer will contact Customer Care for initial assistance with all types of voice or data issues. The Customer Care representative then troubleshoots the specific issue.

Our tiered response teams provide support to local response needs via enterprise-wide resources. This helps us to maximize resource availability and reduce response time. T-Mobile owns a highly redundant, nationwide Asynchronous Transfer Mode (“ATM”) backbone, over which its services (Wi-Fi, GPRS, EDGE, 3G, 4G, and LTE) are routed. Our NOCs, Switches, and Data Centers all have redundancy systems.

If the problem is determined to be a wireless data issue, the call will be routed to our Wireless Data Group (“WDG”) for resolution. The WDG will work to resolve the problem. Should the issue require escalation to the next tiered level of Support, WDG will take ownership of the problem, and work



with the next level of support to provide a resolution in a timely manner. For network issues or Wireless Data Services for device software, WDG will bring in Level 3 Network Engineering.

2. What are your greatest challenges in terms of recovery in the event of extensive damage throughout an extended area, and how do you address them?

**T-Mobile Response:** The 2017 hurricane season was unrelenting, with three significant back-to-back storms pounding multiple states/islands and leaving behind tremendous devastation. 2018 is also expected to be more active than usual so T-Mobile is planning ahead and getting customers information they may need to be storm-ready.

#### **Advance Preparations**

We're always monitoring storm activity and if we see the potential for impact, we'll be ready. T-Mobile sets up an engineering command center near the expected area of impact and deploys rapid-response teams that is ready to help minimize potential interruptions to wireless service. In addition, T-Mobile's Network Operation Centers (NOCs) closely manage network traffic and coordinate response after an event, like in the aftermath of a hurricane.

In Florida and Puerto Rico, areas that are often hardest-hit by tropical storms and where Hurricanes Irma and Maria wreaked havoc last year, T-Mobile engineers have doubled the number of permanent generators and added infrastructure to hundreds of towers. Also, more vehicles are in place throughout the impacted area to enable a faster response once it's safe for engineers to make repairs.

#### **Recovery Efforts**

Even with our extensive advance preparations, service interruptions could happen, particularly if there are power outages. Once recovery efforts can begin after an event, T-Mobile deploys equipment, supplies and disaster experts to all affected areas. Emergency equipment includes portable generators, fuel trucks, Cell On Wheels (COWs), Cells on Light Trucks (CoLTS), fuel and diesel trucks and other vehicles.

3. Describe the types and amounts of back-up batteries, generators, COWs/GOATs and other deployable assets you maintain, and how long a period of disruption you anticipate in your planning.

#### **T-Mobile Response:**

##### **Reliable, Resilient & Redundant Network**

We maintain an organized, integrated, suite of disaster response and recovery plans & procedures, teams, emergency options, equipment and supplies in every geographic area in which T-Mobile provides service. T-Mobile has made significant investment into network redundancy, reliability and resiliency. For times when impacts are unavoidable, we have fleets of emergency equipment such as cell site backup generators, fuel tanks, microwave technology equipment, Cells-on-Wheels (COWs) and other equipment across the country to facilitate quick recovery. We will continue to invest at all levels to ensure service continuity & quick recovery.

##### **Preparation & Response to a disaster event.**

Before a disaster strikes the Engineering organization will:

- Analyze storm conditions for anticipated landfall and condition
- Top off fuel and test back-up generators
- Have portable generators, Cell-On-Wheels (COWs) and Cell -On-Light-Truck, (COLTS) on standby nationwide
- Establish a command center that will mobilize teams of technicians and engineers as soon as conditions permit
- Create staging areas for incoming equipment
- Obtain security as needed to protect personnel and assets
- Have Emergency Teams on stand-by from neighboring cities
- Coordinate with local and state officials, Department of Homeland Security, FEMA, State EOCs and the FCC
- Monitor evacuation efforts and routes and take steps to increase wireless capacity in those priority areas (shelters, transport hubs, arenas, etc...)
- Maintain contracts with fueling vendors nationwide to support recovery needs within 24-48 hours

During and after the actual event, whether earthquake, hurricane or tornado, the Engineering organization will:

- Deploy portable generators and COWs
- Provide Wireless Priority Service to public safety officials, emergency first responders, and others that have subscribed
- Set-up WiFi calling and charging stations

#### **Speed of deployment to a disaster site**

Highly detailed emergency operations plans have been created and implemented nationwide and all engineering personnel have been trained. T-Mobile has tiered response teams providing support to local response needs via enterprise-wide resources. This assists us in maximizing resource availability and reducing response time.

### **3. 5G Cellular Services**

Describe your deployment plans for 5G network coverage across the U.S.

#### 1. Expected Role of 5G in your overall network architecture.

We would like to understand where 5G “fits” in your overall network strategy. For example, do you see 5G as:

- a. A wholesale upgrade for 4G LTE services in the wide area,
- b. A high-capacity local distribution solution for a 4G wide area network,
- c. Some combination of the two,
- d. A fixed wireless solution for business or residential Internet access,
- e. Something else entirely?

**T-Mobile Response:** Why 5G? Quite simply, 5G brings lower-latency. That means faster response-times for all your applications. But it’s about more than just speed. Like massively increased battery life. And an exponential leap in the number of connections you can handle simultaneously — unlocking all kinds of amazing new applications.

We expect to see a whole new class of applications and solutions that will be built for nationwide 5G. Ultimately, it will allow today's applications to just work better and faster. As with prior network innovations, we can't fully imagine all of the new applications that will emerge. But emerge they will.

- Imagine Augmented Reality heads-up displays that see everything you do, and provide you with real-time, cloud-driven information about the people and objects around you.
- Imagine an earpiece that provides natural language translations in real-time as a friend speaks to you at natural-speed in any language.
- Imagine never losing anything ever again because you can embed low-cost sensors with decade long battery life — then imagine how everything being trackable affects thefts!
- Imagine environmental sensors embedded in the infrastructure — mixed into the asphalt on new smart highways that intelligently route traffic, update road signs, notify road crews when repairs are required and emergency services when accidents occur!

2. Please provide the fundamental strategy you are following for deploying 5G technologies going forward.

**T-Mobile Response:** As 5G standards are defined, chipsets are delivered, and equipment comes to market, we expect to be 3GPP-certified and able deploy 5G on clean spectrum — without any re-farming dependency — which means we can light-it-up and roll-it-out quickly. We'll expect all this to begin in 2019 and target 2020 for a full nationwide rollout.

*We may make projections and statements about the future performance of the Company, which are based on current expectations and assumptions. Please consider the risk factors included in our most recently filed Annual Report on Form 10-K that could cause our actual results to differ materially from those in the forward-looking statements.*

3. Timetable and total percent of 5G coverage in each state.

**T-Mobile Response:** In September 2018, we have announced that we lit up 600 MHz (Band 71) Extended Range LTE in 1,254 cities and towns in 36 states, including the island of Puerto Rico. Our furiously paced deployment of 600 MHz LTE is expanding network coverage and capacity, particularly in rural areas, and lays the foundation for nationwide 5G in 2020 with 5G-ready equipment. While we cannot disclose an exact timetable and total percent of 5G coverage in each state at this time, we will be more than happy to reveal 5G coverage as it becomes available.

4. Proposed Channel Sizes (in MHz) for macro area and small cell deployments

**T-Mobile Response:** Aggressive deployment of 600 MHz in Q2 2018, augmenting existing low-band capabilities on 700 MHz. T-Mobile owned an average of 110 MHz of spectrum nationwide. The spectrum comprises an average of 31 MHz in the 600 MHz band, 10 MHz in the 700 MHz band, 29 MHz in the 1900 MHz PCS band and 40 MHz in the AWS band.

5. Frequency Band(s) to be used and primary applications for each.

**T-Mobile Response:** T-Mobile is aggressively rolling out small cells throughout the country. This technology provides high performance, high capacity, indoor and outdoor LTE coverage. It supports three standards (LTE, 3G and Wi-Fi), 10 frequency bands and up to 300 Mbps LTE with carrier aggregation. The flexibility, cost-effectiveness and performance in just a tablet-sized footprint allow us to place it closer to where our customers need it most.

6. Pricing Model: Will 5G usage be metered and priced the same rates as 4G voice and data usage or will premium pricing be applied?

**T-Mobile Response:** 5G usage will be priced at the same rates as 4G voice and data usage.

#### 4. VoLTE and Wideband Cellular Voice Services

Describe your plans for Voice over LTE (VoLTE) and Wideband voice services.

1. Current level of VoLTE deployment and ongoing plans

**T-Mobile Response:** T-Mobile was the first carrier to launch VoLTE in the United States and the entirety of our LTE footprint supports VoLTE. VoLTE is T-Mobile's primary technology for delivering voice service to the vast majority of our Customers. As T-Mobile's LTE footprint grows, it all offers VoLTE support. T-Mobile continues to expand its capacity through the refarming of existing spectrum and implementation of new technologies including Voice over LTE ("VoLTE"), Carrier Aggregation, 4x4 MIMO, 256 Quadrature Amplitude Modulation ("QAM"), and License Assisted Access ("LAA"). VoLTE comprised 83% of total voice calls in Q2 2018, compared to 80% in Q1 2018 and up from 72% in Q2 2017. Moving voice traffic to VoLTE frees up spectrum and allows for the transition of spectrum currently used for 2G and 3G to 4G LTE. T-Mobile is leading the U.S. wireless industry in the rate of VoLTE adoption.

2. Wideband Voice (AMR-WB) Availability

**T-Mobile Response:** T-Mobile is on the leading edge of technology to improve the quality of voice services. T-Mobile was first to launch HD Voice (AMR-WB) in the US on its network since 2013 on its UMTS and LTE network. Additionally, T-Mobile was the first carrier in the US to support the Enhanced Voice Services (EVS) codec. The performance of this codec is superior to AMR-WB and is even utilized on the VoLTE wireless connection for all mobile to land line calls (for capable devices).

3. User device availability

**T-Mobile Response:** T-Mobile offers (and supports) a wide array of devices that support both the AMR-WB/HD Voice codec and the EVS codec.

4. Wideband Voice Interoperability:
  - Between Mobile Carriers
  - Mobile Carrier-to-PBX/UC Platform  
(i.e. compatibility with wideband voice devices using G.722 or other wideband codecs)

**T-Mobile Response:**

- When on T-Mobile VoLTE and Wifi Calling:
  - EVS codec is used end to end for TMUS mobile to mobile calls
  - EVS codec is used for calls to other mobile/landline carriers (but is transcoded upon exiting T-Mobile's network)
  - T-Mobile supports AMR-WB/HD Voice (G.722.2) interoperability with:
    - AT&T is supported today
    - Verizon is planned (undergoing lab validation)
    - Sprint is under consideration
- When on T-Mobile GSM/UMTS: AMR-WB(G722.2) is supported for in network mobile to mobile calls only

5. Circuit Switched Fallback Included?

**T-Mobile Response:** For devices that support LTE data, but not VoLTE, T-Mobile supports circuit switch fallback to UMTS and GSM across its LTE footprint. (note: Low-band LTE (600/700MHz) capable devices on T-Mobiles network will not attach in low-band only coverage areas unless they support VoLTE)

6. Describe your overall pricing model for VoLTE services (e.g. Will wideband voice be offered at the same price as existing voice calling services?).

**T-Mobile Response:** VoLTE services are included in our voice rate plans at no additional charge.

7. As "voice" has essentially becomes additional "data traffic" with VoLTE, indicate the likelihood you will be offering internet-like all-data plans that support all traffic types as opposed to plans that distinguish voice, data and text services.

**T-Mobile Response:** T-Mobile is open to opportunity to discuss future offerings of internet-like all data plans as they become available if in our roadmap during our quarterly business review.

## 5. IoT Cellular Network Services

Describe what you currently have and plan to introduce in the way of network services specifically geared toward Internet of Things (IoT) applications.

1. List all IoT-Focused Transport Services (e.g. NB-IoT, LTE Cat M1, etc.) Offered and Planned

**T-Mobile Response:** T-Mobile is building the network of the future, today. From the NB-IoT network that launched this year to the 5G network we're primed to deploy, we've created a range of network solutions that provide coverage and reliability when and where you need it.

- 5G – We're uniquely positioned to deploy a 5G network across multiple bands.

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- NB-IoT – Our national NB-IoT network provides features to extend battery life, and authenticated LTE communication.
- CAT-1 – With efficient low and high-power bands, you get significant power at a low cost.
- 4G LTE – Our network connects your devices and applications virtually everywhere you go.

2. Performance Expectations (For each service offered):

- Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge)
- Maximum Transmission Range
- Expected Latency
- Frequency Band(s) Employed

**T-Mobile Response:** Performance of IoT is determined by both the device type (3GPP Category) and the network capability.

Technology	Frequency Bands	Data Rates	Latency	Max Range
4G LTE	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600)	America’s Fastest LTE Network (both UL & DL)	America’s Lowest Latency LTE Network	Full extent of LTE coverage
CAT-1	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600)	DL Up to 10Mbps UL up to 5Mbps (CAT-1 device limits)	America’s Lowest Latency LTE Network	Full extent of LTE coverage
NB-IoT	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600) (2019)	DL 30kbps Peak DL 15Kbps Typical UL 30Kbps Peak UL 15kbps Typical	1-5sec typical	Full extent of LTE coverage

3. General Deployment Plans and Targeted Availability

**T-Mobile Response:** T-Mobile has nationwide support today for 4G LTE, LTE CAT-1, and NB-IoT. NB-IoT is planned to be extended to 600MHz in 2019.

4. General Pricing Model(s) and Alignment To Minimize Cost with Specific Application Use Cases

**T-Mobile Response:** T-Mobile has the most aggressive IoT pricing in the US, with service fees starting at \$6/yr/device for NB-IoT and modules starting at just \$5. Details at: <https://iot.t-mobile.com/>

6. RCS Cellular Messaging Services

Describe your current and planned deployments of Rich Communications Services (RCS) Service.

1. Planned/Deployed?

**T-Mobile Response:** Rich Communication Services provided enhanced messaging like group chat, videos, gifs, file and location sharing and more. T-Mobile was first to launch RCS in the US in July

2015, and now every Android device we sell comes with it. More than 30 million T-Mobile customers send over 250 million RCS messages EVERY DAY across our network.

We designed the T-Mobile LTE Network to be “Data Strong” specifically to support the next era of device-to-device collaboration. But we didn’t stop there - we’ve continued to innovate and enhance the experience for customers.

2. Extent of Coverage

**T-Mobile Response:** RCS services are currently available on Android devices in the same areas T-Mobile’s nationwide LTE Network covers and also when these devices are connected to Wi-Fi. Currently in the industry, Android OS is the primary platform for RCS while other OEMs and application developers have taken a proprietary route for collaboration, built for either specific devices or specific apps.

3. List of Features Offered

**T-Mobile Response:** T-Mobile RCS services has been at RCS ver. 6.x and features include picture messaging, Real-time session status, Advanced Messaging, and native video calling integrated with the devices’ built-in dialer. To support these features, enhanced additional storage capability (up to 10 MB) is available on each RCS session.

4. Supported devices

**T-Mobile Response:** RCS services is supported on all our LG, Samsung, Alcatel, Motorola, Pixel from Google, and select other T-Mobile Android devices with latest Android OS software.

5. Expectations for user adoption going forward

**T-Mobile Response:** T-Mobile has seen significant growth in RCS adoption and traffic since launching RCS 5.3 services 2015, and we anticipate a rapid increase (multi-basis point growth) of RCS adoption in the future. In 2018 and beyond, T-Mobile is now working with a new standard known as Universal Profile 1.0. Universal Profile 1.0 will allow for easy inter-carrier communications and greater storage capability as noted in the chart:

Features	Advanced Messaging	Universal Profile 1.0
"Is Typing" status	Yes	Yes
Read and Delivered status	Yes	Yes
File size limit	Up to 10MB	Up to 100MB
Group chat size limit	20 participants	100 participants
Group chat subject	No	Yes
Group chat icon	No	Yes
Group Administrator	No	Yes
Messaging between carrier (Carrier interoperability)	No	Yes*

*\*Universal Profile 1.0 support is designed to work across different wireless providers as soon as they’re ready to support it and interconnect with T-Mobile.*

## 7. Indoor Cellular Services

Describe your primary strategies addressing coverage problems in indoor or other difficult to service locations, and the type of support you can provide to our buyers in addressing these issues.

1. General technology approaches (e.g. DAS, small cells, indoor repeaters, VoWiFi, etc.) for different environments (Small office, large office building, campus, sports arena, etc.)

**T-Mobile Response:** In buildings with limited coverage, our team will be proactive with enhancing signal strength. We will request a site visit for an in-building evaluation. We will work closely with you to determine the solution and timeframe for completion of the project. We offer several options to enhance in-building coverage including, but not limited to:

- CelFi RS3 Signal Repeaters for low coverage areas
- LTE CellSpot
- Distributed Antenna System (“DAS”) deployments: A DAS network is made up of base station connected by fiber optic cable to a group of antennas placed remotely in outdoor and indoor locations. DAS networks share and receive signals with remote nodes simultaneously, creating a single large cell. DAS systems can also be shared by multiple carriers and support multiple frequencies. DAS can be scaled depending on the size of the venue and are typically deployed in spaces with a larger footprint.

T-Mobile also supports Wi-fi Calling on many of our smartphone offerings to extend our coverage. One of the best things about T-Mobile Wi-Fi Calling is that it’s so simple to use. You don’t need to activate anything or download a special app. Just connect to any available Wi-Fi network, check that Wi-Fi Calling is enabled on your Wi-Fi capable smartphone, and make a call (or send a text, email, etc.) as you normally would.

Our engineers have continued to deliver quality and user-experience enhancements through Wi-fi Calling. We have the deep technical knowledge and close partnerships with device manufacturers to deliver the Wi-Fi call quality that customers have come to expect from the Un-carrier.

Benefits of Wi-Fi Calling:

- Make calls over any open Wi-Fi network
- Avoid international roaming charges when travelling internationally
- Extend coverage in places such as basements of homes and buildings

2. Process by which states request assistance with special coverage issues.

**T-Mobile Response:** For any installations where inadequate coverage is identified, T-Mobile will evaluate potential coverage improvements and present options to you using the following process outline.

1. T-Mobile will visit the site to measure signal strength and note areas within the facility designated by customer as being of critical importance (command, etc.).
2. The venue and supporting data are presented to T-Mobile leadership team for approval.
3. A plan to address the venue is put together



- a. The solution will take into account the specifics of the location, such as size, building construction, etc. Site and building plans are reviewed and used to establish a design.
    - b. Solutions may include several options - from a DAS to a microcell or pico solution - taking into account the number of existing and expected users, the balance of usage (voice/data devices), and any site-specific installation or design requirements.
  4. The proposal is presented to the Customer for discussion and modified as needed.
  5. An In-Building Coverage agreement is sent to the Customer for execution.
  6. Upon execution of In-Building Coverage agreement, T-Mobile will work with the Facility Management to put together a project plan, including drawings, access, timelines, and any other issues identified that may impact the construction process.
    - a. Locations may require additional Site-License or Lease negotiations, zoning permits, etc. that may impact the installation timeline.
  7. Equipment is installed, tested, and brought on-air.
3. Availability of guidance regarding suitability of specific solutions to particular applications, known tradeoffs, regulatory issues (e.g. retransmission rights), and potential interference with existing Wi-Fi or other unlicensed networks in operation.

**T-Mobile Response:** T-Mobile recognizes that State and Municipal properties may have limitations and requirements before RF modification or new structures are designed. Modern Cellular communications improvements will be designed with the requesting organization's needs, and with the facilities distinct architectural and regulatory framework in mind.

4. Special support services regarding coverage problems that will be available to NASPO ValuePoint users under this contract

**T-Mobile Response:** Highly-trained US-wide engineers are tasked and equipped with coverage analysis tools to correctly identify areas of greatest need and use this information to build custom solutions designed to provide an optimum coverage experience.

## 8. Cellular Services on Unlicensed Bands

Describe your overall plans for use of unlicensed frequency bands in providing your service, and how you intend to handle problems arising from customer private networks that are also using those channels.

1. Frequency bands being considered

**T-Mobile Response:** T-Mobile has already been rapidly deploying License-Assisted Access (LAA) in the 5.0 GHz spectrum. This is in addition to Carrier Aggregation capability across the 4 LTE frequencies T-Mobile provides service in today.

2. Planned applications for each band (e.g. Macro network, small cells, VoWiFi, etc.)

**T-Mobile Response:** T-Mobile has rapidly deployed License-Assisted Access for LTE-U and in over 300 cities in the US, leveraging both Small cells and conventional Mobile infrastructure

UL Frequency Band	Current use	Future plans
LTE-U Unlicensed (20 MHz in the 5.0 GHz range)	LAA/ LTE-U	LAA & all technologies

3. What level of problems do you anticipate regarding interference problems created through your use of unlicensed channels that might be occupied by WLANs or other private wireless systems?

**T-Mobile Response:** T-Mobile anticipates limited to no interference on Unlicensed LTE-U and LAA capability generally. LAA was developed cooperatively with the 3GPP specifically to address concerns about interference. This because LAA has the prioritization function to minimize interference with other traffic in shared spectrum space. Source: [FierceWireless 2/12/2018](#)

4. How will users buying under this contract be notified that a system using unlicensed frequencies will be deployed in their facility and what steps will you be taking to ensure against interference with existing networks using those same unlicensed bands (e.g. Wi-Fi, Other 2.4 G/5GHz deployments)

**T-Mobile Response:** Our current strategy for LAA and LTE-U is to deploy with small cells primarily. This means, just as with larger cell sites, agreements for fixtures and leasing where necessary are negotiated and access to network access is available. T-Mobile will communicate directly with organizations whose coverage requirement include use of Unlicensed spectrum.

## 9. Use of Wi-Fi in Cellular Services

Describe how you use Voice/Data/Text over Wi-Fi, the nature of the Wi-Fi services you would use, how the decision is made to use Wi-Fi versus cellular, and the impact Wi-Fi use will have on billable traffic.

1. Do you offload traffic onto Wi-Fi Networks?

**T-Mobile Response:** Unless the device is connected to a Wi-Fi AP, all data goes through T-Mobile’s network. The users must either manually connect their phone to an AP or save the Wi-Fi AP to automatically connect when the AP is in range.

2. Indicate the approximate percentage of Wi-Fi usage for your total wireless network traffic over the following types of Wi-Fi networks:

**T-Mobile Response:**

- Wi-Fi Networks built and maintained by you-                      Voice    0%        Data    0%
- Wi-Fi Networks from certified 3rd Party Providers            Voice    N/A%      Data    N/A %  
     (e.g. Boingo, Cable Companies, etc.)
- Customer Wi-Fi Networks    Voice    N/A %      Data    N/A %
- Any open and available Wi-Fi network                            Voice    N/A %      Data    N/A %

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3. How is the service choice made to use cellular versus Wi-Fi, and which Wi-Fi network to choose if there are multiple options available?

**T-Mobile Response:** The selection criteria for using Wi-Fi-preferred or Cellular preferred connectivity varies by device and organization IT policy. For example, the factory settings on Apple devices with iOS 12 default to cellular-preferred in the United States but may prefer Wi-Fi overseas depending on Enterprise permissions and mobile rate plan.

4. Are any of the following traffic types sent over Wi-Fi charged against the user's service plan?
  - Voice?
  - Data?
  - Text (SMS/MMS)?

**T-Mobile Response:**

- Voice? No
- Data? No per-unit charge, but draws against monthly usage depending on service plan.
- Text (SMS/MMS)? No.

#### 10. Public Safety Wireless Priority Service (WPS) - For Bidders Offering Public Safety Services

Describe your ability to provide Wireless Priority Service (WPS) voice services for State employees with critical job duties and responsibility for responding to disaster/emergency events.

1. Describe the general mechanism by which the network will prioritize WPS user calls (e.g. Will public network voice calls in progress be terminated to allow WPS calls to be connected?)

**T-Mobile Response:** T-Mobile is a Wireless Priority Service ("WPS") provider, a program managed via the Department of Homeland Security ("DHS"). T-Mobile follows all DHS guidelines for granting WPS access to qualified lines of service. Access to WPS is vetted and approved outside of T-Mobile by DHS and a subcontractor, General Dynamics Information Technology ("GDIT") in collaboration with the NASPO's official Point of Contact. Once a user's line is approved, GDIT sends the approval for the appropriate WPS SOC to be added to the user's line. This process and the T-Mobile WPS service is similar to WPS from all other WPS carriers. T-Mobile is in the final stages of an enhancement to WPS service that enables it to work over T-Mobile's VoLTE service.

While there are priority management rules for WPS, there are no circumstances where public network voice calls would be terminated in favor of other call types including WPS. Any WPS subscriber who places a WPS call will be admitted with priority over non WPS subscribers. Per FCC rules for all WPS providers, no public network voice call will be terminated. In the T-Mobile network resources required for voice call are never observed congested to the level when public call termination will be required.

2. Can public safety officials disable calling for the general public to ensure WPS access for first responders?

**T-Mobile Response:** Disabling of general public calling is not possible as WPS is structured today under DHS definitions. T-Mobile does have the capability to automatically bar access by regular users in congested cell site situations, including those situations which may arise during emergency response situations. In the case of congestion T-Mobile network will automatically reduce load from public by temporary barring cells.

It is important to note that during the 2017 Hurricane season Operational reporting revealed that no T-Mobile site's radio resources ever became congested for voice bearers to the point where triggering a ban of general users was necessary.

3. What happens when a base station or other network element becomes overloaded with WPS calls?

**T-Mobile Response:** Priority will be given to WPS callers based on Priority Level. T-Mobile network is over dimensioned to the level when total WPS usage is just a very small percentage of capacity.

4. Define the range of devices supported.

**T-Mobile Response:** WPS rules are supported on phone/devices using any and all T-Mobile frequencies today.

5. Does the service operate on 2G, VoLTE, or both?

**T-Mobile Response:** WPS rules are supported on all T-Mobile RAN technologies including 2G, 3G/UMTS (still available on T-Mobile) and VoLTE.

6. Do you provide enhanced reporting to public safety agencies regarding WPS availability, dropped calls, performance, etc.

**T-Mobile Response:** Government organizations under NASPO may obtain this type of reporting upon request.

7. Describe the type of back-up and recovery measures that are included as part of WPS.

**T-Mobile Response:** With VoLTE as the primary access, Circuit-switched voice on 3G/UMTS and 2G is available in back-up situations. T-Mobile offers this backup to Public Safety organizations "on the fly". Meaning, no user intervention or device settings need to be modified to have calls access the circuit-switched technologies on T-Mobile.

8. Do you have the ability to augment coverage/capacity with deployable assets during events/disasters?

**T-Mobile Response:** T-Mobile regularly deploys COWs/ CoLTs and other mobile coverage assets in cases when circumstances and planned/unplanned events require additional cellular coverage capacity on short notice.

9. Detail levels of user priority defined and procedures required in applying for and initiating WPS for a user.

**T-Mobile Response:** WPS is not defined by the US mobile carriers. We support all 5 levels defined registration is done through DHS. T-Mobile follows DHS procedure by providing bulk enrollment process as well as user initiation. DHS dictates the levels of priority and assigns the priority during application for WPS to be provisioned to an individual line of service. Any DHS approved organization has an assigned Point of Contact (POC) at that organization. The POC is responsible for ensuring the subscriber applying for WPS is eligible prior to submitting to DHS. DHS confirms or denies the submission, and if in the case of approval sends that approval to the wireless carrier to provision the line of service with WPS.

10. Confirm your ability to activate equipment and WPS within 24 hours after request in the event of a State of Disaster/Emergency.

**T-Mobile Response:** End-users already enrolled in WPS, can get expedited (2-4 hours) service activated on a new or secondary device. The intervals for new users or new accounts is dependent on DHS operations to fulfill. T-Mobile's will work with any DHS approved agency to expedite the activation and provision WPS during an event such as this.

## 11. National Broadband Public Safety Networks (NPSBNs) - For Bidders Offering Public Safety Services

Describe your plans for deploying FirstNet or FirstNet-like (i.e. National Broadband Public Safety Network) solutions for providing priority data and video service to State employees with critical job duties and responsibility for responding to disaster/emergency events.

Describe your plans for deploying FirstNet or FirstNet-like (i.e. National Broadband Public Safety Network) solutions for providing priority data and video service to State employees with critical job duties and responsibility for responding to disaster/emergency events.

### Service Overview

1. Will the priority NPSBN service operate over a fully separate radio access (RAN) and evolved packet core (EPC) network, and if not, what elements will be shared with the public wireless network. Are those plans expected to change in the foreseeable future?

**T-Mobile Response:** Please see Protected Business Confidential version.

2. In shared network elements, describe the specific mechanisms by which public safety traffic will be prioritized over other public network traffic in both wireless and wired portions of the network.

**T-Mobile Response:** Please see Protected Business Confidential version.

3. Describe the range of capabilities available to support Quality of Service (QoS) for different classes of public safety traffic (e.g. voice, video, PTT/MCPTT, priority data, best effort data, background data, etc.), and what modifications would be required on end user devices or servers to mark traffic so that it would be assigned to the correct QoS priority level.

**T-Mobile Response:** Please see Protected Business Confidential version.

4. What radio frequency band(s) will your public safety service be operating on? Are there plans to change or expand that list?

**T-Mobile Response:** Please see Protected Business Confidential version.

5. At any point do you plan to offer a physically separate public safety RAN (please provide your definition of “physically separate”) using Band 14, and will public safety officials have the ability to preempt access to those radio network resources from the general public in the event of an emergency or disaster?

**T-Mobile Response:** Please see Protected Business Confidential version.

6. Describe the availability of compatible end devices for your public safety services and identify any potential changes to your network offering (e.g. migration to Band 14) that would require device upgrades, and the scale of those upgrades (e.g. New SIM, Other hardware update, device replacement, etc.).

**T-Mobile Response:** Please see Protected Business Confidential version.

7. Does this page from the FirstNet Web Site <https://www.firstnet.com/devices> represent the complete list of FirstNet Certified Compatible devices?

**T-Mobile Response:** Please see Protected Business Confidential version.

8. Describe what happens when all public network traffic has been preempted and the network becomes overloaded with public safety traffic.

**T-Mobile Response:** Please see Protected Business Confidential version.

## Service Offerings and Performance Guarantees/Expectations

9. Voice Telephony: What are your plans, timetables and proposed technologies to offer wireless voice telephony services on your public safety network, and will it be carried with appropriate QoS?

**T-Mobile Response:** Please see Protected Business Confidential version.

10. Video: What are your plans, timetables and proposed technologies to offer wireless video services on your public safety network, and will it be carried with appropriate QoS? As video calls may be originated from a laptop, how will the user signal to the network that this is a video call so that appropriate QoS handling can be applied?

**T-Mobile Response:** Please see Protected Business Confidential version.

11. Broadband Data Performance Expectation/Guarantee:
- How many levels of priority data services (e.g. Critical, High Priority, Best Effort, Background Data, etc.) will be offered, and how will user devices signal to the network the QoS level that should be applied to each session?
  - Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge) and Latency for each QoS level supported.
  - Impact on network performance in Network Overload Conditions

**T-Mobile Response:** Please see Protected Business Confidential version.

12. Text: Describe the text capability that will be offered with your NPSBN, specify if it is separate from the public SMS/MMS service, the typical and maximum message delivery delay, and any particular features it provides for public safety users.

**T-Mobile Response:** Please see Protected Business Confidential version.

13. PTT: Describe the capabilities of your current push-to-talk (PTT) service including interface to existing LMR systems.

**T-Mobile Response:** Please see Protected Business Confidential version.

14. MCPTT: Describe your plan and timetable for introducing Mission Critical PTT (MCPTT) services:
- Overall plans and timetables
  - Additional features to be provided with MCPTT
  - Availability of direct peer-to-peer wireless device connectivity.
  - Ability of MCPTT devices to continue to operate on a direct peer-to-peer basis if the cellular base station is disabled.
  - Please describe what functions or capabilities would be lost in the event that the service cell site becomes inoperable.

**T-Mobile Response:** Please see Protected Business Confidential version.

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### Service Level Agreements

15. Is there a specific, defined SLA for public safety customers? If so, please describe in detail.

**T-Mobile Response:** Please see Protected Business Confidential version.

### Interoperability

16. Describe the level of interoperability between your solution and other cellular-based NPSBNs, FirstNet or other, for:

a) Voice Telephony (When Offered): Will public safety priority and QoS traffic classes be maintained for calls passing between different carriers' networks?

**T-Mobile Response:** Please see Protected Business Confidential version.

b) Video Service: Will public safety priority and QoS traffic classes be maintained for video connections passing between different carriers' networks?

**T-Mobile Response:** Please see Protected Business Confidential version.

c) Broadband Data: Describe how public safety priority and QoS traffic classes will be maintained for traffic passing between different carriers' networks?

**T-Mobile Response:** Please see Protected Business Confidential version.

d) Text: Will NPSBN text services interoperate with users on other NPSBNs, and what other text services (e.g. SMS/MMS/RCS, Apple Messages, WhatsApp, etc.) can it exchange messages with.

**T-Mobile Response:** Please see Protected Business Confidential version.

e) PTT: Describe interoperability between PTT users served on different carriers' networks, including stations that are in the same broadcast group.

**T-Mobile Response:** Please see Protected Business Confidential version..

f) MCPTT: Describe interoperability between MCPTT users served on different carriers' services, including stations that are:

- Communicating through their cellular base station
- Communicating directly with one another (through Proximity Services)
- In the same broadcast group.

**T-Mobile Response:** Please see Protected Business Confidential version.



### Network Management and Control

17. Does the vendor support a separate 'Portal' for public safety users?

**T-Mobile Response:** Please see Protected Business Confidential version.

18. Does the vendor provide the ability for public safety customers to monitor network performance in real-time and a mechanism to communicate directly with network operations personnel during times of crisis?

**T-Mobile Response:** Please see Protected Business Confidential version.

19. Will government agencies have the ability to totally preempt public network voice/data/text traffic on shared elements in extreme circumstances to ensure public safety users maintain network availability at all times?

**T-Mobile Response:** Please see Protected Business Confidential version.

### Security, Reliability and Hardening Measures

20. Describe the security measures and standards employed for both traffic and control messages on both wired and wireless portions of the network.

**T-Mobile Response:** Please see Protected Business Confidential version.

21. Describe the overall network hardening for public safety services, and approach to meeting NPSTC public safety grade standards. Including but not limited to: battery backup, backup generator, redundant backhaul, etc.

**T-Mobile Response:** Please see Protected Business Confidential version.

22. Does the vendor have the ability to augment coverage/capacity with deployable assets during events/disasters?

**T-Mobile Response:** Please see Protected Business Confidential version.

23. How would public safety or other government agency requests for those deployable assets be prioritized over public network services in an emergency or disaster situation?

**T-Mobile Response:** Please see Protected Business Confidential version.

24. Does the vendor support local agencies purchasing their own cellular equipment to 'turn up' additional capacity when/where needed.

**T-Mobile Response:** Please see Protected Business Confidential version.

REDACTED VERSION

CJ18012 Wireless Data, Voice and Accessories RFP Attachment L: Network Technology Questionnaire

User Classification, Authorization and Onboarding

25. Detail classes of user priority defined and procedures required in applying for and initiating public safety priority service for a user as well as the mechanism for device provisioning and management in both day-to-day operations and during critical incidents.

**T-Mobile Response:** Please see Protected Business Confidential version.

26. Describe the process for a user to use his/her personal mobile device to access the public safety network services if required.

**T-Mobile Response:** Please see Protected Business Confidential version.

27. Confirm your ability to activate equipment and priority data/video services within 24 hours after request in the event of a State of Disaster/Emergency.

**T-Mobile Response:** Please see Protected Business Confidential version.



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

DATE: \_\_\_\_\_

ATTN: Chris Jennings  
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement # (the "Contract") with \_\_\_\_\_ ("Contractor")

Dear Mr. Jennings:

**Action Requested:**

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: \_\_\_\_\_ Verify Log is attached

**PRODUCTS:**

**PRODUCT OVERVIEW:**

**Provide a summary of the product you are requesting to add. Attach any product brief to this document.**

**Describe how the product falls with the Scope of the Master Agreement:**

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**NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.**



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

**BILLING**

**Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.**

**COST:**

**Include a cost matrix to include NASPO ValuePoint contract pricing.**



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

**APPROVAL:**

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NASPO ValuePoint

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

**ACTION LOG**

Submit updated Action Log with each Request. Log must provide history of previous requests.

**CONTRACT VENDOR:** \_\_\_\_\_

**Contact Name and Email (for questions):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED



MA176-1

Attachment S

Wireless Data, Voice and Accessories

Security Disclosure Statement

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- A. Purchasing entities are concerned about the security and privacy of information and data related to the performance of this contract. The type of data and information transmitted, stored and processed by the products and services will vary based on the purchasing entities requirements. As a result, it is not possible to establish a single set of security requirements all products and services awarded under this contract must meet. Each purchasing entity purchasing from this contract will determine which products and services have the appropriate cyber security and data controls in place to meet their specific needs. To assist public entities each offeror must submit a Security Disclosure Statement with their proposal.
- B. To qualify for any award under this contract, the Offeror must submit a Security Disclosure Statement addressing all of the elements listed below.
  - i. In responding, Offeror must address not only the security mechanisms used by the bidder and its direct subsidiaries, but any partners, subcontractors or other 3<sup>rd</sup> parties who would be involved in implementing, operating, or in any way coming into contact with the service
  - ii. Offeror must represent and warrant the accuracy and currency of the information on the completed statement. Offerors are encouraged to complete and submit both exhibits to Attachment D to their proposal.
- C. Security Disclosure Statement information required. Offeror shall describe all policies, procedures, measures, methods, certifications and standards the offered product and/or service has in place to protect the purchasing entities security and privacy of information and data involved in the performance of this contract for each numbered statement below. Description responses shall also include;
  - i. If for the specific product or service offered, the numbered security statement is not appropriate because it does not as a matter of accepted

security practice related to the product or service offered, the offeror shall indicate in a statement that it is not applicable and briefly explain why.

- ii. If the specific product or service offered does not comply with the the numbered statement, the offer shall indicate, “does not comply.”
  - 1) Methods and measures taken to hold, protect, and dispose of data during and following completion of any contract services. Include how access to a Purchasing Entity’s user accounts or data will not be allowed, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.
  - 2) Security measures to secure and protect the confidentiality of information and data that is obtained, created, stored, transmitted, processed or otherwise held or managed by the product or service during the performance of all work related to performance of this contract. Include all data confidentiality standards and practices that prevent the exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data.
  - 3) Data encryption methods and standards in place to encrypt data at rest and in transit. This includes but is not limited to, encryption standards employed to protect data in transit over either wired or wireless (e.g. cellular, Wi-Fi, or other), and how that might change over the life of the contract.
  - 4) Measures to protect Information about the cost, type, quantity and location of state communications facilities, system assets, plans, procedures, contract information, billing information and other information identified as sensitive by the purchasing entity related to the performance of all work under this contract.
  - 5) Risk and policy management and enforcement measures in place to protect the security of physical assets and information.
  - 6) How distributed access is controlled and managed across IT assets, including data, applications, networks and platforms within the solution.
  - 7) Security management in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.
  - 8) Describe the logging process including:
    - a. The types of services and devices logged,
    - b. The event types logged, and
    - c. The information fields will be made available to the authorized Purchasing Entity if requested in their PA after award of the master agreement.
  - 9) Security Technical Reference Architectures are in place regarding Offerors employees who have access to sensitive data.



- 11) An itemized list of all cyber security standards and, security certifications in place that the products and service offered comply with to ensure appropriate controls and data confidentiality are in place, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800- 171, FIPS 200 and FedRAMP (Moderate, High) if they apply. Include detailed response on how security standards and certifications will be maintained and updated to meet best practices for maintenance and operations.
- 12) A detailed list of all third-party attestations, security credentials and certifications, and reports relating to data security, integrity, and other controls in place.
- 13) NIST Cybersecurity Framework, April 16, 2018,Version 1.1  
<https://doi.org/10.6028/NIST.CSWP.04162018>: Describe how the offeror is prepared to utilize the NIST Cybersecurity Framework for Turnkey Internet of Things, Other Turnkey Wireless, Applications and Services (Category 3) and Wireless Transport Options (Category 4) as may be implemented by the Purchasing Entity, which may include, but is not limited to:
  - a. Convey the purchasing entities' cyber security requirements,
  - b. Identify Functions, Categories, Subcategories, and Informative References that describe specific cybersecurity activities will provide in the Offerors's system, products or services under contract with the Purchasing Entity,
  - c. Communicate cyber security requirements through Cyber Supply Chain Risk Management (SCRM), and
  - d. Other cybersecurity risk management activities of Offeror's system, products or services under contract with the purchasing entity.
- 14) NIST Cybersecurity Framework, Table 2 Framework Core: For each subcategory of the all 15 Categories of the NIST Cybersecurity Framework, list the specific standards and certifications, the products or services offered comply with at the time or your proposal. Categories Include:
  - a. Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.
  - b. Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.
  - c. Governance (ID.GV): The policies, procedures, and processes to

manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.

- d. Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.
- e. Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.
- f. Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.
- g. Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.
- h. Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity related duties and responsibilities consistent with related policies, procedures, and agreements.
- i. Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.
- j. Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.
- k. Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.
- l. Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.
- m. Anomalies and Events (DE.AE): Anomalous activity is detected and

the potential impact of events is understood.

- n. Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.
  - o. Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.
  - p. Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.
  - q. Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).
  - r. Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.
  - s. Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.
  - t. Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.
  - u. Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.
  - v. Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.
  - w. Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).
- 15) Data Breach/Incident policies and procedures regarding notification to both the purchasing entity of a security incident and/or data breach, as defined in this RFP, and the mitigation of such a breach. Include how proposer will work with Purchasing Entities before, during, and after a Security Incident and a Data Breach. Include information such as:
- a. Personnel who will be involved at various stages, include detail on how the Contract Manager will be involved;
  - b. Response times;
  - c. Incident levels;
  - d. Processes and timelines;
  - e. Methods of communication and assistance; and
  - f. Other information vital to understanding the service you provide.

Provider should take into consideration that Purchasing Entities may have different

notification requirements based on applicable laws and the categorization type of the data being processed or stored.

16) Method for compliance with all applicable laws related to data privacy and security including state Security Breach Notification Laws dealing with personally identifiable information (PII). Describe any legal obligations related to security the offeror will meet over the life of the contract and describe how offeror will report changes to these obligations to the public entity.

D. Any Turnkey Internet of Things, Other Turnkey Wireless system that incorporates SaaS, IaaS or PaaS or other cloud computing element shall complete, provide, and maintain a completed CSA STAR Registry Self-Assessment for that element. 2 < [https://cloudsecurityalliance.org/star/self-assessment/#\\_overview](https://cloudsecurityalliance.org/star/self-assessment/#_overview) . Offeror must either submit a completed Consensus Assessments Initiative Questionnaire (CAIQ), or submit a report documenting compliance with Cloud Controls Matrix (CCM) that the CAIQ is based on for the element that cloud based.

### **T-Mobile Security Disclosure Statement:**

As a partner in the DHS National Critical Infrastructure Communications Sector, T-Mobile is required to maintain high standards of security compliance, the details of which are not publicly disclosed for purposes of national security.

T-Mobile can provide a general statement of compliance for the required numbered security statements, and may be able to respond with further detail under special conditions.

As a general statement, T-Mobile is compliant with the current version of the NIST Cybersecurity Framework as further described below:

T-Mobile follows best practice security standards and guidelines in alignment with the NIST Cyber Security Framework, which specifies the following functional domains including 1) Identification, 2) Protection, 3) Detection, 4) Response, and 5) Recovery. Additionally, ISO 27001:2013 Information Security Management System and other applicable industry recognized frameworks are utilized.

T-Mobile has multiple physical and environmental policies and programs in place. Due to their sensitive nature, T-Mobile can not divulge all of our security methods and practices, but an example of some of the security measures are listed below:

- Cell Sites: Exterior fence with lock; building doors with locks; doors alarmed
- Switch Sites: Building doors with locks / require card-key access
- Data Centers: Building doors with locks / require card-key access; video surveillance systems. All visitors are required to sign in and out of T-Mobile locations and to wear Visitor badges requiring escorts.

Due to their sensitive nature, we can't divulge all of our security methods and practices. However, we can disclose the following:

- T-Mobile requires up-to-date anti-virus software installed on all corporate computers and configured to scan them. This software cannot be disabled by the end user. Data is stored in an encrypted format on all computers. T-Mobile servers are backed-up on a regular basis, including storing encrypted data in off-site locations. Data backup intervals vary. Devices processed by our Business Operations groups are always flashed and wiped. This includes devices returned to the distribution centers within our warranty period. Corporate devices are built according to a standard security configuration.
- T-Mobile has a formalized and documented Change Management policy. Changes are formally documented and requests are reviewed by the Change Control Board to ensure they meet business needs, are technically correct, and won't adversely affect services. Only changes approved by the Change Control Board are permitted (with the exception of changes required to remedy a service outage). Managers responsible for the system operations monitor those systems for unauthorized changes to their environment. Configuration management policy states that all proposed configuration changes must be because of a business need; be verified in the lab environment; and follow Change Management procedures for introduction

into the production networks.

- All network traffic is monitored. We have network intrusion detection systems and monitoring capability in place with corresponding Incident Response Procedure that specifies actions to take upon notification of a security event. Our vulnerability scanning system is integrated within the Engineering networks with twice-monthly scanning done. If vulnerabilities are found, they are reported to the appropriate system owners. To ensure vulnerabilities have been addressed, follow-up testing is conducted.
- T-Mobile requires segregation of duties, which includes prohibiting individuals from approving their own access and requiring management-level approval of all access, as well as reviewing and validating access requests. T-Mobile has a formal wireless access policy mandating a standardized secure level of authentication and encryption.



MA176-1  
 Wireless Data, Voice, and Accessories  
 Attachment V  
 Category 3 Subcategory Definitions

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Item	Application	Definition
A	Fleet Management	Allows the management of tasks associated with managing a fleet of vehicles through the use of telematics or remote sensing devices.
C	Mobile Integration/Mobile Substitution Solutions	Network-based solutions that allow the integration of a user's mobile device and a desk phone, and provide a number of other business-oriented features. As a minimum, solutions meeting this criteria will provide: <ul style="list-style-type: none"> <li>• Single Number Reach or the ability for a user to be reached at a single business telephone number.</li> <li>• Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing.</li> <li>• Single Voicemail Box for calls to that single business number.</li> </ul>



MA176-1

Attachment W

Wireless Data, Voice and Accessories

Offeror Submission Sheet

Offeror Name: \_\_\_\_\_ T-Mobile \_\_\_\_\_

Category (subcategory)	Yes	No	Regional Award?
<b>Category 1: Wireless Voice and Data</b>	X		N/A
<b>Category 2: Wireless Accessories and Equipment</b>	X		N/A
<b>Category 3: Turnkey Wireless Solutions (Check this if any subcategories below)</b>			
Category 3: Subcategory A: Fleet Management	X		
Category 3: Subcategory C: Mobile Integration/Mobile Substitution Solutions	X		



**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

---

Master Agreement #: MA176

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **(STATE) OF XXXXX**

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA176 led by the State of Utah, as amended ("Master Agreement") for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

- Category 1: Cellular Wireless Services
- Category 2: Equipment and Accessories
- Category 3: Turnkey Wireless and IoT Solutions offered as a Product
- Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1, 2, 3A and 3C** (unless indicated otherwise).

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including any renewals or extensions to the Master Agreement.

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are attached and incorporated as **Exhibit 1**.

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

- This PA; and
- The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. Administrative Fee and Reporting:

*Insert any state-specific Administrative Fee and Reporting Requirements.*

**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

6. Purchase Order Instructions:

*Insert any state-specific instructions/requirements for placing orders, including the requirement to include the Contract or Purchase Order Number. If Category 3 is included in your PA, address requirements for Statements of Work (SOW's) as well.*

*[CONTRACTOR PROPOSED LANGUAGE:]*

Any Purchase Order, Order or T-Mobile approved funding document used to order Products and Services shall be in accordance with and subject to the NASPO Master Agreement #MA176. As a pre-condition to ordering T-Mobile Services and Products under the NASPO Master Agreement, T-Mobile will require Participating Entity to provide a Purchase Order, Order or signed funding document.

7. Individual Customer:

*Sample Language – “Each state agency, political subdivision or other entity placing an order under this Participating Addendum (“Purchasing Entity”), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.”*

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name:	David Bezzant, Vice President, T-Mobile for Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Fax:	
Email:	David.Bezzant@T-Mobile.com

**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

For Legal Notice to Contractor – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006

Participating Entity:

Name:	
Address:	
Telephone:	
Fax:	
Email:	

9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity’s constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that this PA will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., (“Existing 1907 Participating Addendums”) as of this PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this PA Effective Date.

11. Technology Evolution:

11.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 11.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in

**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

subsection 11.2 below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

12. Entire Agreement:

*Insert your State's standard "Entire Agreement" provision, unless included in your Exhibit 1.*

The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity:	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	Legal Approved by: _____ T-Mobile USA, Inc. Legal Department

*[Additional signatures may be added if required by the Participating Entity]*

**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

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For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at [www.naspovaluepoint.org](http://www.naspovaluepoint.org) or the NASPO ValuePoint team at [ccc@naspovaluepoint.org](mailto:ccc@naspovaluepoint.org).

**\*\*\*Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions\*\*\***

***Contractor - email a fully executed PDF copy of this document to:***

***To support documentation of participation and posting  
in appropriate databases  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***

**CJ18020 Wireless Voice, Data and Accessories Attachment C: Costsheet**

**Award Category 3-D through 3-N Costsheet**

Instructions: Offeror, Please fill out all fields in this color below. You may add lines for more products if applicable. Do not fill in, modify or delete any other cells. The value in Cell E13 will be used to determine cost points in the evaluation for Award Categories 3-D through 3-N. Offeror shall provide a Minimum Discount % for each Award Category it is seeking an award in. A vendor will be deemed non-responsive for any award category (3-D through 3-N) it does not provide a Minimum Discount % of at least greater than 0%. When proposing your minimum discount % off, do not provide a percentage range. Provide single values. Any deviation from this format may result in disqualification of your proposal. Minimum Discount % provided herein shall apply to all products offered/referenced in detail listings for the given service Award Category. Please submit one of these tabs for each subcategory of award you are proposing.

**Vendor Name:**

T-Mobile USA, Inc.

<i>Product Name</i>	<i>Product Description</i>	<i>Characteristics of Product</i>	<i>Percentage Off Discount (%)*</i>	<i>Notes</i>
IoT	Internet of Things Solutions	Internet of Things Solutions		T-Mobile in-house IoT Solutions are eligible for the 16% discount.
Priority ONE	Public Safety Solution	Public Safety Solution		Priority ONE for First Responders with no de-prioritization
Enterprise IP/SMTP Messaging	Enterprise Messaging	Enterprise Messaging		
Enterprise Static IP/Private APN	Static IP/Private APN	Static IP/Private APN	\$16.00	Static IP/Private APN Set up may apply.

\*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) \* Total Cost Points Available.

Consultative Hourly Rate (this rate will be included in the contract)	\$0.00
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# STATE OF UTAH

## CONTRACT AMENDMENT

AMENDMENT # 1 To CONTRACT # MA176-1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as **State Entity** and, **T-Mobile USA, Inc.**, referred to as **Contractor**.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

7/1/2019 (original starting date)

6/30/2024 (current ending date)

8/11/2024 **new ending date**

2. **Agreed to changes:**

The Parties Agree as follows:

Rename the Master Agreement from “MA176-1” to “MA176”

To set the term end at 8/11/2024 to align the termination dates with all contracts in the wireless portfolio.

4. **Effective Date of Amendment:** 2/14/2019

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

**CONTRACTOR**

**STATE**

DocuSigned by:  
 2/25/2020

Contractor's signature Date

David Bezzant Sr. Director

Type or Print Name and Title

Feb 25, 2020

Director, Division of Purchasing Date

<u>Christopher Jennings</u> Agency Contact Person	<u>801-957-7151</u> Telephone Number	<u>N/A</u> Fax Number	<u>ctjennings@utah.gov</u> Email
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Reviewed and Approved as to Form:

(Revision 04 October 2018)

DocuSigned by:  
Reviewed and Approved as to Form:  
  
Odette Polintan, Senior Corporate Counsel  
T-Mobile USA, Inc. Legal Department

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T-Mobile USA, Inc. Legal Dept.

**AMENDMENT No.2**  
**TO THE MASTER AGREEMENT #MA176**  
**Between**  
**STATE OF UTAH DIVISION OF PURCHASING**  
**And**  
**T-MOBILE USA, INC.**

**THIS AMENDMENT** is made by and between the State of Utah, Division of Purchasing (“State”), T-Mobile USA, Inc., (“T-Mobile” or “Contractor”) to the NASPO ValuePoint Master Agreement #MA176 for Wireless Data, Voice and Accessories, and is effective as of the date the second party signs this Amendment No. 2 (“Amendment Effective Date”).

**BACKGROUND**

- A.** The State entered into a Master Agreement #MA176 with T-Mobile, pursuant to Bid #CJ18012, with an effective date of July 1, 2019 (“T-Mobile NASPO Agreement”);
- B.** The State entered into a Master Agreement #MA262 with Sprint Solutions, Inc., (“Sprint”), pursuant to Bid #CJ18012, with an effective date of December 6, 2019 (“Sprint MA262 NASPO Agreement”);
- C.** Effective April 1, 2020: (i) T-Mobile US, Inc., the parent company of Contractor merged with Sprint Corporation, the parent company of Sprint Solutions, Inc.; (ii) as a result of the merger, Sprint Corporation and all its subsidiaries, including Sprint Solutions, Inc., are now subsidiaries of T-Mobile US, Inc.; (iii) Contractor and Sprint continue to be valid, wholly-owned subsidiaries of T-Mobile US, Inc.; and (iv) T-Mobile and Sprint will continue to perform their respective obligations relating to the T-Mobile NASPO Agreement or the Sprint MA262 NASPO Agreement;
- D.** The T-Mobile NASPO Agreement and the Sprint MA262 NASPO Agreement will continue in accordance with their respective terms and conditions; and
- E.** The goal for T-Mobile, Sprint and the State is to: (i) bring the Sprint MA262 NASPO Agreement Participating Entities and Purchasing Entities (collectively the “Sprint MA262 Entities”) under the T-Mobile NASPO Agreement; (ii) provide a process for the other Sprint NASPO Master Agreement #1907 Participating Entities and Buyers that have not signed a Participating Addendum under Sprint MA262 NASPO Agreement (collectively the “Other Sprint 1907 Entities”) to move under the T-Mobile NASPO Agreement; and (iii) incorporate into the T-Mobile NASPO Agreement the Sprint Products and Services listed in the Sprint MA262 NASPO Agreement for the benefit of the Sprint MA262 Entities and the Other Sprint 1907 Entities.

**AGREEMENT**

The parties agree to amend this T-Mobile NASPO Agreement as follows:

1. T-Mobile and NASPO will coordinate with Sprint MA262 Entities under the Sprint MA262 NASPO Agreement to migrate accounts to the corresponding Participating Addenda under the T-Mobile NASPO Agreement. The preferred migration methods will be through either




the execution of an amendment with each of the Sprint MA262 Entities current Participating Addenda to associate each with the T-Mobile NASPO Agreement as the governing master agreement, or an opt in/opt out type notification to all Sprint MA262 Entities. The Sprint MA262 NASPO Agreement will remain in full force and effect until such time as all Sprint MA262 Entities under the Sprint Participating Addenda migrate to the T-Mobile NASPO Agreement.

2. T-Mobile and NASPO will coordinate with the Other Sprint 1907 Entities under the Sprint NASPO Agreement #1907 to migrate accounts to Participating Addenda under the T-Mobile NASPO Agreement. The preferred migration methods will be through either the execution of an amendment with each of the Other Sprint 1907 Entities' current Participating Addenda to associate each with the T-Mobile NASPO Agreement as the governing master agreement, or an opt in/opt out type notification to all Other Sprint 1907 Entities. The Sprint NASPO Agreement #1907 will remain in full force and effect until it expires in accordance with its terms.
3. All wireless Products and Services from the Sprint MA262 NASPO Agreement are incorporated by reference into this T-Mobile NASPO Agreement for the sole purpose of allowing the continued use by the Sprint MA262 Entities and the Other Sprint 1907 Entities.
4. Until such time as the Sprint MA262 Entities and the Other Sprint 1907 Entities migrate to the T-Mobile Network, Sprint will continue to provide and offer existing Sprint Products and Services to the Sprint MA262 Entities and the Other Sprint 1907 Entities on the Sprint Networks and via separate Sprint invoices in accordance with the incorporated pricing, terms and conditions of the Sprint MA262 NASPO Agreement. Such pricing, terms and condition include but are not limited to, the applicable sections for Billing, Payment, Ordering, Administrative Fees, and NASPO ValuePoint Summary and Detailed Usage Reports from Attachment A and the incorporation of Attachment AA in their entirety from the Sprint MA262 NASPO Agreement.
5. Attachment G (Plan Description) from the Sprint MA262 NASPO Agreement is incorporated into this T-Mobile NASPO Agreement as the new Attachment G-1 (Sprint Legacy Plans) and will continue to govern pricing for the Sprint MA262 Entities and the Other Sprint 1907 Entities using the Sprint Products and Services.
6. It is further agreed that as of the Amendment Effective Date, only Sprint MA262 Entities and the Other Sprint 1907 Entities are permitted to continue to purchase and use the Sprint Products and Services and pricing in Attachment G-1. Except as provided in the preceding sentence, all existing and new Purchasing Entities under the T-Mobile NASPO Agreement, and all Orders under new accounts will be limited to purchasing T-Mobile Products, Services and solutions. Sprint MA262 Entities and the Other Sprint 1907 Entities will be permitted to purchase T-Mobile wireless Products and Services under the T-Mobile NASPO Agreement on separate T-Mobile account(s).
7. To facilitate contract administration, the parties agree that T-Mobile or Sprint may sign on behalf of Sprint.

All other terms and conditions of this T-Mobile NASPO Agreement and amendments shall remain unchanged, in full force and effective, and fully applicable to the parties.

**WHEREFORE** the parties hereto have set their hand and seal to this Amendment as of the Amendment Effective Date.


**T-MOBILE USA, INC.**  
By (Authorized Signature)

By:  \_\_\_\_\_  
Print: David Bezzant  
Title: Vice President  
Date: 7/14/2020

**STATE OF UTAH**  
**DIVISION OF PURCHASING**  
By (Authorized Signature)

By:  \_\_\_\_\_  
Print: Christopher Hughes  
Title: Director & Chief Procurement Officer  
Date: 07/14/2020

Legal Approved by:

 \_\_\_\_\_  
**Kevin Creed**                      7/14/2020  
T-Mobile USA, Inc. Legal Dept.



# STATE OF UTAH

## CONTRACT AMENDMENT

AMENDMENT # 3 To CONTRACT # MA176

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Division of Purchasing referred to as State Entity and, T-Mobile USA, Inc., referred to as Contractor.

**THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

**1. Contract period:**

<u>7/1/2019</u>	(original starting date)
<u>8/11/2024</u>	(current ending date)
<u>8/11/2024</u>	<b>new ending date</b>

**2. Other changes:** (attach other sheets if necessary):

The Parties agree as follows:  
 In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions is amended as follows:

5. Participants and Scope

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies and political subdivisions are subject to the approval of the respective State Chief Procurement Official. Other Participating Entities (including cooperatives) authorized by individual state statutes to use state contracts including Native American government tribes and non-profit organizations, may be subject to the approval of the respective State Chief Procurement Official and/or their respective procurement rules. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official. NASPO ValuePoint shall determine, manage, and communicate to Contractor the process of obtaining any required approval or consent of the respective State Chief Procurement Official, as set forth in Section 5, and what constitutes a Participating Addendum and its required documentation.

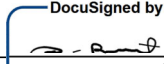
**3. Effective Date of Amendment:** 08/26/2020

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

**CONTRACTOR**

**STATE**

DocuSigned by:  
  
 Contractor's signature

9/2/2020  
 Date

David Bezzant  
 Vice President  
 Type or Print Name and Title

  
09/09/2020  
 Director, Division of Purchasing Date

Approved by Public Sector Legal As To Legal Form – KC 8/31/20

<u>Christopher Jennings</u> Agency Contact Person	<u>801-957-7151</u> Telephone Number	<u>385-465-6008</u> Fax Number	<u>ctjennings@utah.gov</u> Email
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# STATE OF UTAH

## CONTRACT AMENDMENT

AMENDMENT # 4 To CONTRACT # MA176-1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as **State Entity** and, **T-Mobile USA, Inc.**, referred to as **Contractor**.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

7/1/2019 (original starting date)

8/11/2024 (current ending date)

Unchanged **new ending date**

2. **Agreed to changes:**

The Parties Agree as follows:  
  
Replace Attachment G of Contract #MA176 with the updated Attachment G

4. **Effective Date of Amendment:** 9/20/20

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

**CONTRACTOR**

**STATE**

DocuSigned by:  
  
10/16/2020  
Contractor's Signature Date

10/20/2020  
Director, Division of Purchasing Date

David Bezzant Vice President  
Type or Print Name and Title

<u>Christopher Jennings</u> Agency Contact Person	<u>801-957-7151</u> Telephone Number	<u>N/A</u> Fax Number	<u>ctjennings@utah.gov</u> Email
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DocuSigned by:  
Approved by: **Kevin Creed**  
T-Mobile USA, Inc. 190017264C3...

(Revision 04 October 2018)

Plan # of Features	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NASPD Value/Post Monthly Cost (net of discount)	One Time Cost Amount	Description of One Time Cost	Details of Plan																				Details of Add-On Features					Available to New Users Currently					
							Voice															Data					Messaging						Equipment				
							anytime minutes included	nights/weekend minutes included	provider to provider minutes included	cost per minute charge any time	cost per minute charge nights / weekend	cost per minute charge provider to provider	Ported	measurement for billing	qty included	recharges after how much monthly usage	Ported	average unit measurement?	average cost per unit	data network??	Qty SMS included	Qty MMS included	Ported	cost per SMS over	cost per MMS over	Subsidized Device	Equipment Requirements	description of unit	qty of units included	units of coverage	cost per unit of coverage		data network??	throughput after how much monthly usage	Plan or Feature Rules & Restrictions		
10680Z	Add-on: 2GB Data for Simple Choice	\$30.00	0%	\$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	GB data	unlimited	N/A	N/A	High-speed	15GB	<ul style="list-style-type: none"> <li>*Unlimited data. Speeds slow at 20GB allotment.</li> <li>*Smartphone Mobile Hotspot. Speeds slow at 2GB allotment.</li> <li>*Data Wash up to 2GB</li> <li>*Bring-On equipment sales</li> <li>*Domestic data roaming</li> <li>*Music Freedom</li> <li>*For Smartphone and BB10 devices only.</li> </ul>	Yes				
22680ATA	Add-On: 2GB data for Simple Choice Unlimited data with 2.0 Gbps High-Speed Smartphone Mobile Hotspot. Speeds slow at GB allotment Domestic data roaming	\$0.00	14%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EP	Unlimited	2GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G	2GB	N/A	N/A	10/4G LTE/3G/2G	2GB	<ul style="list-style-type: none"> <li>*Unlimited data. Speeds slow at GB allotment.</li> <li>*Smartphone Mobile Hotspot. Speeds slow at GB allotment.</li> <li>*Data Wash up to 2GB</li> <li>*Bring-On equipment sales</li> <li>*Domestic data roaming</li> <li>*Music Freedom</li> <li>*For Smartphone and BB10 devices only.</li> </ul>	Yes					
6680Z	Add-on: 6GB Data for Simple Choice	\$35.00	0%	\$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	6GB	<ul style="list-style-type: none"> <li>*Unlimited data. Speeds slow at GB allotment.</li> <li>*Smartphone Mobile Hotspot. Speeds slow at GB allotment.</li> <li>*Data Wash up to 2GB</li> <li>*Bring-On equipment sales</li> <li>*Domestic data roaming</li> <li>*Music Freedom</li> <li>*For Smartphone and BB10 devices only.</li> </ul>	Yes				
N00ATA	Add-On: No Data Service No Data Feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	\$0.00	14%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	No Data Service	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>*Unlimited 4G LTE device data</li> <li>*Unlimited 3G mobile hotspot after 20GB (up to 600Kbps)</li> <li>*Unlimited HD streaming passes (must be activated)</li> <li>*Simple Global—Unlimited 2G data at 2x speeds in 21+ destinations (up to 254Kbps)</li> <li>*Mobile Without Borders—5GB 4G LTE device data in Mexico &amp; Canada</li> <li>*Unlimited Gogo Inflight Wi-Fi (unlimited Rights/Usages)</li> <li>*Name ID</li> <li>*Voicemail to Text</li> <li>*Unlimited domestic data roaming</li> </ul>	Yes				
60V1PLUS	Add-on: T-Mobile One Plus (Smartphone)	\$35.00	0%	\$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	<ul style="list-style-type: none"> <li>*Unlimited 4G LTE device data</li> <li>*20GB 4G LTE mobile hotspot</li> <li>*Unlimited 3G mobile hotspot after 20GB (up to 600Kbps)</li> <li>*Unlimited HD streaming passes (must be activated)</li> <li>*Simple Global—Unlimited 2G data at 2x speeds in 21+ destinations (up to 254Kbps)</li> <li>*Mobile Without Borders—5GB 4G LTE device data in Mexico &amp; Canada</li> <li>*Unlimited Gogo Inflight Wi-Fi (unlimited Rights/Usages)</li> <li>*Name ID</li> <li>*Voicemail to Text</li> <li>*Unlimited domestic data roaming</li> </ul>	Yes				
63P1US2	Add-on: T-Mobile One Plus (Smartphone) ONE-ONE Plus	\$0.00	0%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	<ul style="list-style-type: none"> <li>*Unlimited 4G LTE device data</li> <li>*20GB 4G LTE mobile hotspot</li> <li>*Unlimited 3G mobile hotspot after 20GB (up to 600Kbps)</li> <li>*Unlimited HD streaming passes (must be activated)</li> <li>*Simple Global—Unlimited 2G data at 2x speeds in 21+ destinations (up to 254Kbps)</li> <li>*Mobile Without Borders—5GB 4G LTE device data in Mexico &amp; Canada</li> <li>*Unlimited Gogo Inflight Wi-Fi (unlimited Rights/Usages)</li> <li>*Name ID</li> <li>*Voicemail to Text</li> <li>*Unlimited domestic data roaming</li> </ul>	Yes				
63P1USM	Add-on: T-Mobile ONE Plus Government (Tablet)	\$35.00	14%	\$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablets	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	<ul style="list-style-type: none"> <li>*Unlimited 4G LTE device data</li> <li>*20GB 4G LTE mobile hotspot</li> <li>*Unlimited 3G mobile hotspot after 20GB (up to 600Kbps)</li> <li>*Unlimited HD streaming passes (must be activated)</li> <li>*Simple Global—Unlimited 2G data at 2x speeds in 21+ destinations (up to 254Kbps)</li> <li>*Mobile Without Borders—5GB 4G LTE device data in Mexico &amp; Canada</li> <li>*Unlimited domestic data roaming</li> </ul>	Yes				
6TM1DAT	Add-on: T-Mobile ONE Unlimited Data	\$0.00	0%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	<ul style="list-style-type: none"> <li>*Unlimited 4G LTE device data</li> <li>*20GB 4G LTE mobile hotspot</li> <li>*Unlimited 3G mobile hotspot after 20GB (up to 600Kbps)</li> <li>*Unlimited HD streaming passes (must be activated)</li> <li>*Simple Global—Unlimited 2G data at 2x speeds in 21+ destinations (up to 254Kbps)</li> <li>*Mobile Without Borders—5GB 4G LTE device data in Mexico &amp; Canada</li> <li>*Unlimited domestic data roaming</li> </ul>	Yes				
6TM1PLM	Add-on: T-Mobile ONE Tablet for Government	\$30.00	0%	\$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablet	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	<ul style="list-style-type: none"> <li>*Unlimited 4G LTE device data</li> <li>*15GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that)</li> <li>*Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile)</li> <li>*2X Faster Simple Global data roaming (up to 254Kbps)</li> <li>*Unlimited domestic data roaming</li> <li>*ONE Plus Voice also includes the following:                             <ul style="list-style-type: none"> <li>*Gogo in-Flight (unlimited Rights/Usages)</li> <li>*Name ID</li> <li>*Voicemail to Text</li> </ul> </li> </ul>	Yes				
6TM1PLS2	Add-on: T-Mobile ONE Plus Voice for Government	\$30.00	0%	\$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	<ul style="list-style-type: none"> <li>*Unlimited 4G LTE device data</li> <li>*15GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that)</li> <li>*Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile)</li> <li>*2X Faster Simple Global data roaming (up to 254Kbps)</li> <li>*Unlimited domestic data roaming</li> <li>*ONE Plus Voice also includes the following:                             <ul style="list-style-type: none"> <li>*Gogo in-Flight (unlimited Rights/Usages)</li> <li>*Name ID</li> <li>*Voicemail to Text</li> </ul> </li> </ul>	Yes				
1TV100BN	82 SC STRM MI 10GB	\$0.00	0%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>*Unlimited messaging</li> <li>*Simple Global</li> <li>*Mobile Without Borders</li> <li>*Standalone International Unlimited Texting</li> <li>*Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after)</li> <li>*Unlimited Domestic data roaming</li> <li>*Music Freedom (on any line participating in the data pool)</li> <li>*Business Customer Service</li> <li>*\$5 per GB additional for data over their pool allotment</li> <li>*\$10 hybrid BAN discount</li> </ul>	Yes				
1TV14GBN	82 SC STRM MI 14GB	\$65.00	0%	\$65.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>*Unlimited messaging</li> <li>*Simple Global</li> <li>*Mobile Without Borders</li> <li>*Standalone International Unlimited Texting</li> <li>*Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after)</li> <li>*Unlimited Domestic data roaming</li> <li>*Music Freedom (on any line participating in the data pool)</li> <li>*Business Customer Service</li> <li>*\$5 per GB additional for data over their pool allotment</li> <li>*\$10 hybrid BAN discount</li> </ul>	Yes				
1TV16BM1	82 SC STRM MI 2GB	\$20.00	0%	\$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>*Unlimited messaging</li> <li>*Simple Global</li> <li>*Mobile Without Borders</li> <li>*Standalone International Unlimited Texting</li> <li>*Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after)</li> <li>*Unlimited Domestic data roaming</li> <li>*Music Freedom (on any line participating in the data pool)</li> <li>*Business Customer Service</li> <li>*\$5 per GB additional for data over their pool allotment</li> <li>*\$10 hybrid BAN discount</li> </ul>	Yes				
1TV160BN	82 SC STRM MI 30GB	\$135.00	0%	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>*Unlimited messaging</li> <li>*Simple Global</li> <li>*Mobile Without Borders</li> <li>*Standalone International Unlimited Texting</li> <li>*Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after)</li> <li>*Unlimited Domestic data roaming</li> <li>*Music Freedom (on any line participating in the data pool)</li> <li>*Business Customer Service</li> <li>*\$5 per GB additional for data over their pool allotment</li> <li>*\$10 hybrid BAN discount</li> </ul>	Yes				









72NMF02	82 Mobile internet 2GB	\$20.00		\$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data (speeds slow at 2GB allotment)</li> <li>•Unlimited messaging</li> <li>•Smartphone Mobile Hotspot (speeds slow at GB allotment)</li> <li>•Optimized video streaming</li> <li>•Edge n- Rpt. 1 hour (unlimited Rights)</li> <li>•Statewide International Unlimited Tasting</li> <li>•Simple Global</li> <li>•Mobile Without Borders</li> <li>•Domestic data roaming</li> <li>•No recurring taxes and fees included in the MRC</li> </ul>	No
5EV0509	82 SC DOP 1GB	\$20.00	10%	\$18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data with speed reduction when bucket is reached - No coverage or data cap</li> <li>•Unlimited SMS and MMS</li> <li>•Smartphone Mobile Hotspot (included up to bucket allowance)</li> <li>•SMS stops/capped once you reach SMS bucket limit</li> <li>•No Domestic Roaming for SMS</li> <li>•Domestic Roaming included</li> <li>•International roaming at no additional charge.</li> <li>•Unlimited international text messaging at no additional charge.</li> <li>•Music Freedom with select streaming partners</li> </ul>	No	
13HMBVNZ	82 SC M 11GB	\$20.00	10%	\$18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data, Speeds slow at specified limit</li> <li>•Unlimited domestic messaging</li> <li>•Plans are voice barred</li> <li>•Eligible for Data Dash</li> <li>•Smartphone Mobile Hotspot included</li> <li>•Domestic data roaming included</li> <li>•Simple Global</li> <li>•Unlimited international text included.</li> <li>•Unlimited music streaming (Music Freedom) included with select streaming partners</li> </ul>	No	
100MBVNZ	82 SC M 3GB	\$20.00	10%	\$18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data, Speeds slow at specified limit</li> <li>•Unlimited domestic messaging</li> <li>•Plans are voice barred</li> <li>•Eligible for Data Dash</li> <li>•Smartphone Mobile Hotspot included</li> <li>•Domestic data roaming included</li> <li>•Simple Global</li> <li>•Unlimited international text included.</li> <li>•Unlimited music streaming (Music Freedom) included with select streaming partners</li> </ul>	No	
2M5GBW02	82 SC M 3GB NO AVD	\$20.00	0%	\$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data, Speeds slow at 3GB limit.</li> <li>•Unlimited domestic messaging</li> <li>•Data Dash</li> <li>•Smartphone Mobile Hotspot</li> <li>•Domestic data roaming</li> <li>•Simple Global</li> <li>•Statewide International Unlimited Tasting</li> <li>•Music Freedom</li> </ul>	No	
2HMBVNZ	82 SC M 3GB	\$30.00	10%	\$27.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data, Speeds slow at specified limit</li> <li>•Unlimited domestic messaging</li> <li>•Plans are voice barred</li> <li>•Eligible for Data Dash</li> <li>•Smartphone Mobile Hotspot included</li> <li>•Domestic data roaming included</li> <li>•Simple Global</li> <li>•Unlimited international text included.</li> <li>•Unlimited music streaming (Music Freedom) included with select streaming partners</li> </ul>	No	
2M5GBW02	82 SC M 3GB NO AVD	\$30.00	0%	\$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data, Speeds slow at specified limit</li> <li>•Unlimited domestic messaging</li> <li>•Plans are voice barred</li> <li>•Eligible for Data Dash</li> <li>•Smartphone Mobile Hotspot included</li> <li>•Domestic data roaming included</li> <li>•Simple Global</li> <li>•Unlimited international text included.</li> <li>•Unlimited music streaming (Music Freedom) included with select streaming partners</li> </ul>	No	
4HMBVNZ	82 SC M 5GB	\$40.00	10%	\$36.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data, Speeds slow at specified limit</li> <li>•Unlimited domestic messaging</li> <li>•Plans are voice barred</li> <li>•Eligible for Data Dash</li> <li>•Smartphone Mobile Hotspot included</li> <li>•Domestic data roaming included</li> <li>•Simple Global</li> <li>•Unlimited international text included.</li> <li>•Unlimited music streaming (Music Freedom) included with select streaming partners</li> </ul>	No	
2M5GBW02	82 SC M 5GB NO AVD	\$40.00	0%	\$40.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data, Speeds slow at specified limit</li> <li>•Unlimited domestic messaging</li> <li>•Plans are voice barred</li> <li>•Eligible for Data Dash</li> <li>•Smartphone Mobile Hotspot included</li> <li>•Domestic data roaming included</li> <li>•Simple Global</li> <li>•Unlimited international text included.</li> <li>•Unlimited music streaming (Music Freedom) included with select streaming partners</li> </ul>	No	
2NADP2	82 SC N America DOP 2GB	\$20.00	0%	\$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data (speeds slow at specified limit)</li> <li>•Unlimited messaging</li> <li>•Smartphone Mobile Hotspot</li> <li>•Data Dash up to 2GB (5GB &amp; higher plans only)</li> <li>•Edge On optimized video (free streaming for 5GB &amp; higher plans only)</li> <li>•Domestic data roaming</li> <li>•Simple Global</li> <li>•Statewide International Unlimited Tasting</li> <li>•Music Freedom</li> <li>•Mobile Without Borders</li> </ul>	No	
2NA10M	82 SC NA M 10GB	\$50.00	0%	\$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data (speeds slow at allotment)</li> <li>•Unlimited messaging</li> <li>•Smartphone Mobile Hotspot (speeds slow at allotment)</li> <li>•Domestic data roaming</li> <li>•Simple Global</li> <li>•Statewide International Unlimited Tasting</li> <li>•Mobile Without Borders</li> <li>•Music Freedom</li> </ul>	No	
2NA14M	82 SC NA M 14GB	\$65.00	0%	\$65.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data (speeds slow at allotment)</li> <li>•Unlimited messaging</li> <li>•Smartphone Mobile Hotspot (speeds slow at allotment)</li> <li>•Domestic data roaming</li> <li>•Simple Global</li> <li>•Statewide International Unlimited Tasting</li> <li>•Mobile Without Borders</li> <li>•Music Freedom</li> </ul>	No	
2NA18M	82 SC NA M 18GB	\$80.00	0%	\$80.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data (speeds slow at allotment)</li> <li>•Unlimited messaging</li> <li>•Smartphone Mobile Hotspot (speeds slow at allotment)</li> <li>•Domestic data roaming</li> <li>•Simple Global</li> <li>•Statewide International Unlimited Tasting</li> <li>•Mobile Without Borders</li> <li>•Music Freedom</li> </ul>	No	
2NA22M	82 SC NA M 22GB	\$95.00	0%	\$95.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>•Unlimited data (speeds slow at allotment)</li> <li>•Unlimited messaging</li> <li>•Smartphone Mobile Hotspot (speeds slow at allotment)</li> <li>•Domestic data roaming</li> <li>•Simple Global</li> <li>•Statewide International Unlimited Tasting</li> <li>•Mobile Without Borders</li> <li>•Music Freedom</li> </ul>	No	





NAUT20	B2 N Amer TT-10GB evo310 lines	\$240.00	0%	\$240.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	8K	Unlimited	10GB	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global (not available to SCNC)</li> <li>Statewide International Unlimited Texting</li> <li>Mobile Without Borders</li> <li>Unlimited data. Speeds slow at 10GB</li> <li>Data Dash</li> <li>Minimum 10 lines</li> <li>*For Smartphone and BB10 devices only</li> </ul>	No
NAUT20P	B2 N Amer TT-10GB evo310 lines	\$260.00	0%	\$260.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	8K	Unlimited	10GB	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global (not available to SCNC)</li> <li>Statewide International Unlimited Texting</li> <li>Mobile Without Borders</li> <li>Unlimited data. Speeds slow at 10GB</li> <li>Data Dash</li> <li>Smartphone Mobile Hotspot up to 10GB allotment</li> <li>Domestic data roaming</li> <li>Music Freedom Streaming</li> <li>Minimum 10 lines</li> <li>*For Smartphone and BB10 devices only</li> </ul>	No
2NAUT20	B2 SC N America TT-D 10Lines	\$160.00	0%	\$160.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>Mobile Without Borders</li> <li>Business Customer Service</li> <li>*10-10 lines</li> </ul>	No
2NAUT20	B2 SC N America TT-D 20Lines	\$310.00	0%	\$310.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>Mobile Without Borders</li> <li>Business Customer Service</li> <li>*20-099 lines</li> </ul>	No
2NAUT21	B2 SC N America TT-D 2-10Lines	\$80.00	0%	\$80.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>Mobile Without Borders</li> <li>Business Customer Service</li> <li>*10-10 lines</li> </ul>	No
2NAUT21	B2 SC North America TT-D	\$50.00	0%	\$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>Mobile Without Borders</li> <li>Business Customer Service</li> </ul>	No
2CAPUT2K	B2 SC 18T 10Lines incl NavAid	\$160.00	0%	\$160.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>Business Customer Service</li> <li>*10-10 lines</li> </ul>	No
2CAPUT2K	B2 SC 18T 1K Lines NavAid	\$14,985.00	0%	\$14,985.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>Business Customer Service</li> <li>*999+ lines</li> </ul>	No
2CAPUT2K	B2 SC 18T 20Lines incl NavAid	\$300.00	0%	\$300.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>Business Customer Service</li> <li>*20-100 lines</li> </ul>	No
2CAPUT2D	B2 SC 18 TT-D Post4-5 NO AVD	\$100.00	0%	\$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	8K	Unlimited	8GB	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global (includes Puerto Rico and SCNC versions)</li> <li>Statewide International Unlimited Texting</li> </ul>	No
8BUUT8D	B2 SC UNI TT-D 2 Lines incl	\$100.00	0%	\$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> </ul>	No
8BUUT8	B2 SC UNI TT-D 4 Lines incl	\$100.00	0%	\$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>*Requires minimum of 4 lines with maximum of 10 lines.</li> </ul>	No
8BUUT8	B2 SC UNI TT-D 6 Lines incl	\$120.00	0%	\$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>*Requires minimum of 4 lines with maximum of 10 lines.</li> </ul>	No
2CUUT2ND	B2 SC UNI TT-D NO AVD	\$10.00	0%	\$10.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>*No contract required</li> <li>*No activation fee</li> </ul>	No
2CUUT2D	B2 SC UNI TT-D NO AVD	\$50.00	0%	\$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>*Business Customer Service</li> </ul>	No
148PU20C	B2 SC UNI-14GB 2 line promo	\$100.00	15%	\$85.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	8K	Unlimited	14GB	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>International roaming included. See Simple Global for details.</li> <li>Unlimited international text included. See Postpaid Statewide International Calling and Texting features for details.</li> <li>No contract required</li> <li>*Data Dash (Data Dash eligible plan only)</li> <li>*Music Freedom</li> </ul>	No
5CVUT8D	B2 SimpleChoice VAL LM TT-D	\$20.00	18%	\$16.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>*Business Customer Service</li> </ul>	No
2CAPUT2D	B2SC 18 TT-D Post4-10 NO AVD	\$120.00	0%	\$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global</li> <li>Statewide International Unlimited Texting</li> <li>Business Customer Service</li> </ul>	No
UTTB28P	Business UNI TT-D	\$45.00	0%	\$45.00	\$1.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>*2 year contract required</li> <li>*Early termination fee of \$350 applies</li> </ul>	No
EMB28	Classic Talk Postpaid Unlimited	after line 51	0%	after line 51	\$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>*2 year contract with minimum of 5 lines required</li> </ul>	No
EMB28L	Classic Talk Unlimited	\$45.00	0%	\$45.00	\$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>*2 year contract required for new activations. Mobile internet Plan not voice barred.</li> </ul>	No
5DUUT8	5DV SC UNI 18L 4 lines incl	\$100.00	15%	\$84.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	8K	Unlimited	2-5GB	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Unlimited minutes</li> <li>Unlimited messaging</li> <li>Simple Global (includes Puerto Rico and SCNC versions)</li> <li>Statewide International Unlimited Texting</li> </ul>	No



UM557B	SC 3GB Pooled M	\$20.00	0%	\$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8kb	3GB	3GB	Yes	GB	N/A	4G LTE/5G/EE	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Unlimited messaging</li> <li>• Includes 1 GB of data</li> <li>• Statewide International Unlimited Texting</li> <li>• Simple Global</li> <li>• Music Freedom (on any line participating in the data pool)</li> <li>• Smartphone Mobile Hotspot (up to full pool amount, regular per GB charge after)</li> <li>• Unlimited domestic data roaming included</li> <li>• Business Customer Service</li> </ul>	No	
ZM578TX	SC 1TB Pooled M	\$10.00	0%	\$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8kb	1TB	1TB	Yes	GB	\$4.75	4G LTE/5G/EE	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Unlimited messaging</li> <li>• \$4.75 per GB</li> <li>• Statewide International Unlimited Texting</li> <li>• Simple Global</li> <li>• Music Freedom (on any line participating in the data pool)</li> <li>• Smartphone Mobile Hotspot (up to full pool amount, regular per GB charge after)</li> <li>• Limited domestic data roaming included</li> <li>• Business Customer Service</li> </ul>	No	
SFUWTBZ	SC FAM UNL TH-2 lines incl.	\$100.00	0%	\$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	8kb	Unlimited	N/A	N/A	N/A	N/A	4G LTE/5G/EE	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Unlimited voice and messages</li> <li>• Unlimited high-speed data</li> <li>• Simple Global</li> <li>• Statewide International Unlimited Texting</li> </ul>	No	
2NA1005M	SC N. America 100GB Pooled M	\$30.00	0%	\$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8kb	100GB	N/A	Yes	GB	\$4.75	4G LTE/5G/EE	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• 10GB Pooled Data</li> <li>• Unlimited Messaging</li> <li>• \$4.75 per GB coverage</li> <li>• Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans</li> <li>• Unlimited messaging</li> <li>• Includes 3 GB of data</li> </ul>	No	
2N135CM	SC NA 3GB for 100GB Pooled M	\$20.00	0%	\$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8kb	3GB	3GB	Yes	GB	N/A	4G LTE/5G/EE	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• For the first 20 lines</li> <li>• Unlimited Talk and Text</li> <li>• \$4.75 per GB</li> <li>• 20 line minimum</li> <li>• Simple Global</li> <li>• Statewide International Unlimited Texting</li> <li>• Music Freedom (on any line participating in the data pool)</li> <li>• Smartphone Mobile Hotspot (up to full pool amount, regular per GB charge after. Exception: mid-cycle features)</li> <li>• Business Customer Service</li> </ul>	No	
2NA1005TX	SC NA 1TB for 100GB Pooled Data	\$120.00	0%	\$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	8kb	100GB	N/A	Yes	GB	\$4.75	4G LTE/5G/EE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• For the first 20 lines</li> <li>• Unlimited Talk and Text</li> <li>• \$4.75 per GB</li> <li>• 20 line minimum</li> <li>• Simple Global</li> <li>• Statewide International Unlimited Texting</li> <li>• Music Freedom (on any line participating in the data pool)</li> <li>• Smartphone Mobile Hotspot (up to full pool amount, regular per GB charge after. Exception: mid-cycle features)</li> <li>• Business Customer Service</li> </ul>	No	
2C1005TX	SC 1TB for 100GB Pooled Data	\$200.00	0%	\$200.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	8kb	100GB	N/A	Yes	GB	\$4.75	4G LTE/5G/EE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• For the first 20 lines</li> <li>• Unlimited Talk and Text</li> <li>• \$4.75 per GB</li> <li>• 20 line minimum</li> <li>• Simple Global</li> <li>• Statewide International Unlimited Texting</li> <li>• Music Freedom (on any line participating in the data pool)</li> <li>• Smartphone Mobile Hotspot (up to full pool amount, regular per GB charge after. Exception: mid-cycle features)</li> <li>• Business Customer Service</li> </ul>	No	
SCLA1T5	Individual Talk & Text \$25	\$25.00	0%	\$25.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Statewide International Unlimited Texting</li> <li>• Music Freedom (on any line participating in the data pool)</li> <li>• Smartphone Mobile Hotspot (up to full pool amount, regular per GB charge after. Exception: mid-cycle features)</li> <li>• Business Customer Service</li> </ul>	No	
SEKUNLP	Sidellink Unlimited Plan	\$29.99	0%	\$29.99	N/A	N/A	N/A	N/A	\$0.25	\$0.25	\$0.25	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	2G & 3G	Unlimited	Unlimited	N/A	N/A	N/A	No	Sidellink	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Unlimited Color Keypad Data</li> <li>• Unlimited Text Messages</li> <li>• Unlimited SMS</li> </ul>	No	
SMBZUNLV	Small Business Unlimited Voice + 400 SMS/MMS	\$45.00	0%	\$45.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	400	N/A	N/A	N/A	Yes	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Unlimited minutes</li> <li>• Unlimited messaging</li> <li>• Unlimited nights &amp; weekends</li> <li>• Unlimited call forwarding</li> <li>• Unlimited T-Mobile to T-Mobile</li> <li>• 400 SMS/MMS</li> </ul>	No	
SFUW73M8	Unlimited Talk and Text (single line)	\$50.00	0%	\$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• International roaming included. See Simple Global for details.</li> <li>• Unlimited international text included. See Postpaid Statewide International Calling and Texting Features for details.</li> </ul>	No	
SLU5DT	State of Utah	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	<ul style="list-style-type: none"> <li>• No longer available</li> </ul>	No
GSMFLEET	SprintUP Fleet @Work FS	\$15.00	0%	\$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	12.2 kbps max	N/A	N/A	N/A	N/A	N/A	No	SprintUP FLEETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Unlimited Data (12.2 kbps speed)</li> <li>• Unlimited SMS</li> <li>• Canada and Mexico roaming (all other Simple Global countries blocked)</li> <li>• Mobile Without Borders</li> <li>• Unlimited domestic roaming</li> <li>• tethering is disabled</li> <li>• Voice barred</li> <li>• No HD video</li> <li>• No data passers</li> </ul>	No	
SEMFLEET	SprintUP Fleet @Work FS TE	\$15.00	0%	\$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	12.2 kbps max	N/A	N/A	N/A	N/A	N/A	No	SprintUP FLEETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Unlimited Data (12.2 kbps speed)</li> <li>• Unlimited SMS</li> <li>• Canada and Mexico roaming (all other Simple Global countries blocked)</li> <li>• Mobile Without Borders</li> <li>• Unlimited domestic roaming</li> <li>• tethering is disabled</li> <li>• Voice barred</li> <li>• No HD video</li> <li>• No data passers</li> </ul>	No	
25NCPTE	SprintUP FLEET @Work	\$15.00	0%	\$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	12.2 kbps max	N/A	N/A	N/A	N/A	N/A	No	SprintUP FLEETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Unlimited Data (12.2 kbps speed)</li> <li>• Unlimited SMS</li> <li>• Canada and Mexico roaming (all other Simple Global countries blocked)</li> <li>• Mobile Without Borders</li> <li>• Unlimited domestic roaming</li> <li>• tethering is disabled</li> <li>• Voice barred</li> <li>• No HD video</li> <li>• No data passers</li> </ul>	No	
2NARD5B	SprintUP Drive Unlimited data w/ 2GB high-speed	\$10.00	0%	\$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	SprintUP FLEETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Unlimited device data (speeds slow at GB allotment)</li> <li>• Unlimited Smartphone Mobile Hotspot (speeds slow at GB allotment)</li> <li>• Optimized video streaming</li> <li>• Simple Global (up to 128kbps)</li> <li>• Mobile Without Borders</li> <li>• Music Freedom</li> <li>• Limited domestic data roaming</li> </ul>	No	
2NAMP5DB	Simple Choice 10GB Mobile Internet w/ Data Stack & 30MIS	\$40.00	0%	\$40.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	30GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Unlimited data (speeds slow at 10GB allotment)</li> <li>• Unlimited messaging</li> <li>• Smartphone Mobile Hotspot (speeds slow at 10GB allotment)</li> <li>• Data Dash up to 20GB</li> <li>• Ringe-On optimized video (free streaming for 6GB &amp; higher plans only)</li> <li>• Domestic data roaming</li> <li>• Simple Global</li> <li>• Statewide International Unlimited Texting</li> <li>• Mobile Without Borders</li> <li>• Music Freedom</li> </ul>	No	
2MP5DB	SprintUP Drive Unlimited data w/ 2GB high-speed	\$15.00	0%	\$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	SprintUP Drive	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Unlimited device data (speeds slow at GB allotment)</li> <li>• Unlimited Smartphone Mobile Hotspot (speeds slow at GB allotment)</li> <li>• Optimized video streaming</li> <li>• Simple Global (up to 128kbps)</li> <li>• Mobile Without Borders</li> <li>• Limited domestic data roaming</li> <li>• All recurring taxes and fees included in MFC</li> </ul>	No	
2TM1T1	T-Mobile ONE for Business Single Line	\$75.00	0%	\$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	32GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>• Unlimited minutes and messaging</li> <li>• Unlimited 4G LTE device data (must add a feature from the table above)</li> <li>• Simple Global (up to 128kbps)</li> <li>• Statewide International Unlimited Texting</li> <li>• Mobile Without Borders</li> <li>• All recurring taxes and fees included in MFC</li> </ul>	No	







Service ID	Description	Rate	Usage	Priority	Category	Device	Network	Service	Speed	Latency	Reliability	Availability	Security	Compliance	Other	Notes
SFRMATA	Government First Responder 4G LTE Data Features	\$15.00	10%	\$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>Government First Responders eligible agencies only</li> <li>Government First Responders use plans with prioritized data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used.</li> <li>Unlimited talk and text</li> <li>2GB or 4GB of 4G LTE (speeds slow at allotment)</li> <li>Unlimited domestic roaming</li> <li>Optimized video streaming</li> <li>Smartphone mobile hotspot (speeds slow at allotment)</li> <li>Simple Global</li> <li>Standalone international Unlimited Testing</li> <li>Go2 in-Flight 1 hour (unlimited flight)</li> <li>Mobile Without Borders (usage cap will match the data SOC chosen)</li> </ul>
SCVPUS26	Simple Choice Unlimited Talk, Text and Data (Requires activation of 1.2 lines for each account)	\$15.00	10%	\$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ADDDUTV50	Unlimited minutes - Unlimited messaging - Simple Global: Standalone International Unlimited Testing - Mobile Without Borders	\$15.00	10%	\$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
26GBDATA	Add-On: 6GB data for Simple Choice (Unlimited data with 6 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment. Domestic data roaming)	\$15.00	0%	\$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
2100BCAT	Add-On: 30GB data for Simple Choice (Unlimited data with 10 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment. Domestic data roaming)	\$30.00	0%	\$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
GOVNL100 & GOV15GBHS	Gov Unlimited Phone Plan must be attached to NADPO Contact Node with minimum of 100 active lines on Node) Unlimited voice Unlimited Messaging Unlimited 4G LTE High-speed Smartphone Data	\$29.00	10%	\$24.36	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 30GB of Data Usage in a single month
GOVNLMM	Simple Choice Unlimited Mobile Internet Data for Government Unlimited 4G LTE High-speed Mobile Internet Data Unlimited domestic messaging Domestic data roaming Simple Global Standalone International Unlimited Testing	\$15.00	10%	\$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 30GB of Data Usage in a single month
GOVTR12H	Government Unlimited for Tablets 11 GB HS (intended for use with tablets and netbooks) Unlimited messaging and high-speed data 21GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Standalone International Unlimited Testing Mobile Without Borders Domestic data roaming	\$23.50	10%	\$20.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 30GB of Data Usage in a single month
GOVTR22H	Government Unlimited for Tablets 21 GB HS (intended for use with tablets and netbooks) Unlimited messaging and high-speed data 21GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Standalone International Unlimited Testing Mobile Without Borders Domestic data roaming	\$35.00	10%	\$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 30GB of Data Usage in a single month
GOVTR32H	Government Unlimited for Tablets 31 GB HS (intended for use with tablets and netbooks) Unlimited messaging and high-speed data 21GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Standalone International Unlimited Testing Mobile Without Borders Domestic data roaming	\$40.50	10%	\$34.92	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 30GB of Data Usage in a single month
GOVTR42H	Government Unlimited for Tablets 41 GB HS (intended for use with tablets and netbooks) Unlimited messaging and high-speed data 21GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Standalone International Unlimited Testing Mobile Without Borders Domestic data roaming	\$52.50	10%	\$44.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 30GB of Data Usage in a single month
GOVUSB1	Government Unlimited for Phones w/Device Subsidy 1.0 Level 1 Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming; Optimized video streaming at 480p 21GB of 4G LTE Smartphone Mobile Hotspot (limited 3G after the bucket is used) Standalone International Unlimited Testing Simple Global Mobile Without Borders (No cap) Go2 in-Flight 1 hour (unlimited flight) Requires Add-On of either NODATA, GOV15GBHS, GOV25GBHS, GOV35HS, or GOV45HS	\$41.00	10%	\$34.44	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Service
GOVUSB2	Government Unlimited for Phones w/Device Subsidy 1.0 Level 2 Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming; Optimized video streaming at 480p 21GB of 4G LTE Smartphone Mobile Hotspot (limited 3G after the bucket is used) Standalone International Unlimited Testing Simple Global Mobile Without Borders (No cap) Go2 in-Flight 1 hour (unlimited flight) Requires Add-On of either NODATA, GOV15GBHS, GOV25GBHS, GOV35HS, or GOV45HS	\$53.00	10%	\$44.52	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Service
GOVUSB3	Government Unlimited for Phones w/Device Subsidy 1.0 Level 3 Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming; Optimized video streaming at 480p 21GB of 4G LTE Smartphone Mobile Hotspot (limited 3G after the bucket is used) Standalone International Unlimited Testing Simple Global Mobile Without Borders (No cap) Go2 in-Flight 1 hour (unlimited flight) Requires Add-On of either NODATA, GOV15GBHS, GOV25GBHS, GOV35HS, or GOV45HS	\$64.00	10%	\$53.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Service
GOVUSL2	Government Unlimited for Phones 2.0 Subsidy 2 Unlimited minutes and messaging Mobile Without Borders Simple Global (up to 128 Mbps) Standalone International Unlimited Testing Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p Go2 in-Flight 1 hour (unlimited flight/capacity) Requires Add-On of either NODATA, GOV15GBHS, GOV25GBHS, GOV35HS, or GOV45HS	\$41.00	10%	\$34.44	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Service
GOVUSL3	Government Unlimited for Phones 2.0 Subsidy 3 Unlimited minutes and messaging Mobile Without Borders Simple Global (up to 128 Mbps) Standalone International Unlimited Testing Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p Go2 in-Flight 1 hour (unlimited flight/capacity) Requires Add-On of either NODATA, GOV15GBHS, GOV25GBHS, GOV35HS, or GOV45HS	\$53.00	10%	\$44.52	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Service

Device	Plan Name	Price	100%	150%	200%	250%	300%	350%	400%	450%	500%	550%	600%	650%	700%	750%	800%	850%	900%	950%	1000%	Carrier	Device Type	Service	Other	Notes	
GOV108	Government Unlimited for Phones 2.0 Subsidy 4 Unlimited minutes and messaging Mobile Network Borders Sample Global App (to 214 Apps) Subsidized International Unlimited Texting Unlimited 4G LTE device data Unlimited domestic data roaming Government video streaming at 480p Steep in Right 3 hour (unlimited Rights/Access) Sample Global App (to 214 Apps) GOV108	\$64.00	100%	\$16.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Verizon	Smartphone	No Data Service	Yes	For this Subsidy to be effective, Customer will provide a line of Service. Yes	
NO DATA	Add-On: No Data Service No Data feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	\$0.00	100%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Verizon	Smartphone	No Data Service	Yes		
GOV108MS	Add-On: Government Unlimited Data 1GB Hotspot Unlimited Data with 1GB Hotspot feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	\$0.00	100%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Verizon	Smartphone	4G LTE Hotspot	1GB	Yes	
GOV108MS	Add-On: Government Unlimited Data 2GB Hotspot Unlimited Data with 2GB Hotspot feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	\$10.00	100%	\$8.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Verizon	Smartphone	4G LTE Hotspot	2GB	Yes	
GOV108	Add-On: Government Unlimited Data 3GB Hotspot Unlimited Data with 3GB Hotspot feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	\$15.00	100%	\$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Verizon	Smartphone	4G LTE Hotspot	3GB	Yes	
GOV108	Add-On: Government Unlimited Data 4GB Hotspot Unlimited Data with 4GB Hotspot feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	\$25.00	100%	\$21.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Verizon	Smartphone	4G LTE Hotspot	4GB	Yes	
121478A1	Government Unlimited Mobile Internet for Tablets w/1GB Hotspot Subsidy 2.0 Device Subsidy Level 1 Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Government video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Steep in Right 3 hour (unlimited Rights) Unlimited 2G Smartphone Mobile Hotspot after 1GB is used Sample Global Subsidized International Unlimited Texting Mobile Network Borders Taxes and fees included	\$30.00	100%	\$28.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Verizon	Tablet	No Data Service	Yes	For tablets only, not compatible with hotspots, data sticks, hotspots, tethering, or other data-first devices (for example, ZTE Svo 2)	
121478A2	Government Unlimited Mobile Internet for Tablets w/1GB Hotspot Subsidy 2.0 Device Subsidy Level 2 Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Government video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Steep in Right 3 hour (unlimited Rights) Unlimited 2G Smartphone Mobile Hotspot after 1GB is used Sample Global Subsidized International Unlimited Texting Mobile Network Borders Taxes and fees included	\$47.00	100%	\$38.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Verizon	Tablet	No Data Service	Yes	For tablets only, not compatible with hotspots, data sticks, hotspots, tethering, or other data-first devices (for example, ZTE Svo 2)	
121478A3	Government Unlimited Mobile Internet for Tablets w/1GB Hotspot Subsidy 2.0 Device Subsidy Level 3 Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Government video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Steep in Right 3 hour (unlimited Rights) Unlimited 2G Smartphone Mobile Hotspot after 1GB is used Sample Global Subsidized International Unlimited Texting Mobile Network Borders Taxes and fees included	\$59.00	100%	\$49.52	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Verizon	Tablet	No Data Service	Yes	For tablets only, not compatible with hotspots, data sticks, hotspots, tethering, or other data-first devices (for example, ZTE Svo 2)	
121478A4	Government Unlimited Mobile Internet for Tablets w/1GB Hotspot Subsidy 2.0 Device Subsidy Level 4 Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Government video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Steep in Right 3 hour (unlimited Rights) Unlimited 2G Smartphone Mobile Hotspot after 1GB is used Sample Global Subsidized International Unlimited Texting Mobile Network Borders Taxes and fees included	\$63.00	100%	\$50.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Verizon	Tablet	No Data Service	Yes	For tablets only, not compatible with hotspots, data sticks, hotspots, tethering, or other data-first devices (for example, ZTE Svo 2)	
121478A5	Government Unlimited Mobile Internet for Tablets w/1GB Hotspot Subsidy 2.0 Device Subsidy Level 5 Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Government video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Steep in Right 3 hour (unlimited Rights) Unlimited 2G Smartphone Mobile Hotspot after 1GB is used Sample Global Subsidized International Unlimited Texting Mobile Network Borders Taxes and fees included	\$72.00	100%	\$58.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Verizon	Tablet	No Data Service	Yes	For tablets only, not compatible with hotspots, data sticks, hotspots, tethering, or other data-first devices (for example, ZTE Svo 2)	
121478A6	Government Unlimited Plus Mobile Internet for Tablets w/2GB Hotspot Device Subsidy 2.0 Level 1 Unlimited 4G LTE device data Unlimited messaging 2GB 4G LTE Smartphone Mobile Hotspot Government video streaming at 480p (not for activation) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Steep in Right Wi-Fi Unlimited 2G Smartphone Mobile Hotspot after 2GB is used Sample Global - Unlimited 2G data at 24 months or 2GB download (up to 2GB/day) Subsidized International Unlimited Texting Mobile Network Borders Taxes and fees included	\$53.00	100%	\$48.12	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Verizon	Tablet	No Data Service	Yes	For tablets only, not compatible with hotspots, data sticks, hotspots, tethering, or other data-first devices (for example, ZTE Svo 2)	

SP11782	Government Unlimited Plus Mobile Internet for Tablets w/3GB Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prohibition threshold Unlimited Edge in Flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 3GB is used Sample Global - Unlimited 2G data at 2x speeds in 224+ destinations (up to 250MB) Statewide International Unlimited Testing Mobile Without Borders Taxes and fees excluded	\$50.00	10%	\$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only, not compatible with hotspots, data sticks, laptops, modems, or other data-first devices (For example, ZTE Svo 2)	Yes			
SP11783	Government Unlimited Plus Mobile Internet for Tablets w/3GB Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prohibition threshold Unlimited Edge in Flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 3GB is used Sample Global - Unlimited 2G data at 2x speeds in 224+ destinations (up to 250MB) Statewide International Unlimited Testing Mobile Without Borders Taxes and fees excluded	\$70.00	10%	\$63.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only, not compatible with hotspots, data sticks, laptops, modems, or other data-first devices (For example, ZTE Svo 2)	Yes			
SP11784	Government Unlimited Plus Mobile Internet for Tablets w/3GB Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prohibition threshold Unlimited Edge in Flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 3GB is used Sample Global - Unlimited 2G data at 2x speeds in 224+ destinations (up to 250MB) Statewide International Unlimited Testing Mobile Without Borders Taxes and fees excluded	\$65.00	10%	\$58.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only, not compatible with hotspots, data sticks, laptops, modems, or other data-first devices (For example, ZTE Svo 2)	Yes			
SP11785	Government Unlimited Plus Mobile Internet for Tablets w/3GB Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prohibition threshold Unlimited Edge in Flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 3GB is used Sample Global - Unlimited 2G data at 2x speeds in 224+ destinations (up to 250MB) Statewide International Unlimited Testing Mobile Without Borders Taxes and fees excluded	\$70.00	10%	\$63.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only, not compatible with hotspots, data sticks, laptops, modems, or other data-first devices (For example, ZTE Svo 2)	Yes			
SP11786	Government Unlimited Plus Mobile Internet for Tablets w/3GB Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prohibition threshold Unlimited Edge in Flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 3GB is used Sample Global - Unlimited 2G data at 2x speeds in 224+ destinations (up to 250MB) Statewide International Unlimited Testing Mobile Without Borders Taxes and fees excluded	\$88.00	10%	\$79.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only, not compatible with hotspots, data sticks, laptops, modems, or other data-first devices (For example, ZTE Svo 2)	Yes			
GOVRLN	First Responder Unlimited for Phones Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Optimized video streaming at 480p 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Sample Global Statewide International Unlimited Testing Mobile Without Borders (No cap) (Edge in Flight 3 hour unlimited Rights) Taxes and fees excluded	\$34.00	10%	\$29.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	End user must be a qualified First Responder.	Yes		
GOVRLD	First Responder Unlimited Talk and Text with 2GB or 6GB 4G LTE Data 2GB or 6GB of 4G LTE (speeds slow at allotment) Unlimited domestic roaming Optimized video streaming Smartphone mobile hotspot (speeds slow at allotment) Sample Global Statewide International Unlimited Testing (Edge in Flight 3 hour unlimited Rights) Mobile Without Borders	\$35.00	10%	\$31.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	18	Unlimited	Feature Dependent	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	End user must be a qualified First Responder Must add GPRS/DATA if	Yes	
GFPRDATA	Add-On: 2GB 4G LTE Data for GOVRLD Unlimited Voice and Data Speeds slow at 2GB	\$0.00	10%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	2GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	2GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	2GB	N/A	Yes
GFPRDATA	Add-On: 6GB 4G LTE Data for GOVRLD Unlimited Voice and Data Speeds slow at 6GB	\$35.00	10%	\$31.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	6GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	6GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	6GB	N/A	Yes
SP11787	First Responder Unlimited for Tablets 2.0 Subsidy 2 - 11 GB Hotspot Unlimited 4G LTE device data Unlimited messaging 11 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prohibition threshold Edge in Flight 3 hour (unlimited Rights) Unlimited 3G Smartphone Mobile Hotspot after 11 GB is used Sample Global Statewide International Unlimited Testing Mobile Without Borders	\$40.00	10%	\$36.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	11GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activation Only	Yes		
SP11788	First Responder Unlimited for Tablets 2.0 Subsidy 2 - 11 GB Hotspot Unlimited 4G LTE device data Unlimited messaging 11 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prohibition threshold Edge in Flight 3 hour (unlimited Rights) Unlimited 3G Smartphone Mobile Hotspot after 11 GB is used Sample Global Statewide International Unlimited Testing Mobile Without Borders	\$0.00	10%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	11GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/E/9P/4+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activation Only	Yes		



GF95L81	First Responder Unlimited for iPhone 2.0 Subcategory 1 Unlimited talk and text Not subject to the fair usage prioritization threshold 30 days SDG (add below includes) Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p Unlimited 3G speed Smartphone Mobile Hotspot after 1.5 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile Hotspot Standard International Unlimited Testing Sample Global Mobile Without Borders Edge on Night 1 hour (unlimited Rights)	\$48.00	10%	\$38.84	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	18	Unlimited	12GB	N/A	N/A	N/A	N/A	SDG/AG LTE/4G/3G E/NSP/PA	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	New Activation Only/Requires One of the below data SDG's - G0074, 754
GF95L82	First Responder Unlimited for iPhone 2.0 Subcategory 2 Unlimited talk and text Not subject to the fair usage prioritization threshold 30 days SDG (add below includes) Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p Unlimited 3G speed Smartphone Mobile Hotspot after 1.5 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile Hotspot Standard International Unlimited Testing Sample Global Mobile Without Borders Edge on Night 1 hour (unlimited Rights)	\$58.00	10%	\$48.72	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	18	Unlimited	12GB	N/A	N/A	N/A	N/A	N/A	SDG/AG LTE/4G/3G E/NSP/PA	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	New Activation Only/Requires One of the below data SDG's - G0074, 754
GF95L83	First Responder Unlimited for iPhone 2.0 Subcategory 3 Unlimited talk and text Not subject to the fair usage prioritization threshold 30 days SDG (add below includes) Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p Unlimited 3G speed Smartphone Mobile Hotspot after 1.5 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile Hotspot Standard International Unlimited Testing Sample Global Mobile Without Borders Edge on Night 1 hour (unlimited Rights)	\$68.00	10%	\$57.96	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	18	Unlimited	12GB	N/A	N/A	N/A	N/A	N/A	SDG/AG LTE/4G/3G E/NSP/PA	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	New Activation Only/Requires One of the below data SDG's - G0074, 754
GF95L84	First Responder Unlimited for iPhone 2.0 Subcategory 4 Unlimited talk and text Not subject to the fair usage prioritization threshold 30 days SDG (add below includes) Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p Unlimited 3G speed Smartphone Mobile Hotspot after 1.5 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile Hotspot Standard International Unlimited Testing Sample Global Mobile Without Borders Edge on Night 1 hour (unlimited Rights)	\$68.00	10%	\$57.96	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	18	Unlimited	12GB	N/A	N/A	N/A	N/A	N/A	SDG/AG LTE/4G/3G E/NSP/PA	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	New Activation Only/Requires One of the below data SDG's - G0074, 754
GF95L85	First Responder Unlimited for iPhone 2.0 Subcategory 5 Unlimited talk and text Not subject to the fair usage prioritization threshold 30 days SDG (add below includes) Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p Unlimited 3G speed Smartphone Mobile Hotspot after 1.5 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile Hotspot Standard International Unlimited Testing Sample Global Mobile Without Borders Edge on Night 1 hour (unlimited Rights)	\$68.00	10%	\$57.96	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	12GB	N/A	N/A	N/A	N/A	N/A	SDG/AG LTE/4G/3G E/NSP/PA	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	New Activation Only
GF95L86	First Responder Unlimited for iPhone 2.0 Subcategory 6 Unlimited talk and text Not subject to the fair usage prioritization threshold 30 days SDG (add below includes) Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p Unlimited 3G speed Smartphone Mobile Hotspot after 1.5 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile Hotspot Standard International Unlimited Testing Sample Global Mobile Without Borders Edge on Night 1 hour (unlimited Rights)	\$68.00	10%	\$57.96	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	12GB	N/A	N/A	N/A	N/A	N/A	SDG/AG LTE/4G/3G E/NSP/PA	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	New Activation Only/Requires One of the below data SDG's - G0074, 754
GF95L87	First Responder Unlimited for iPhone 2.0 Subcategory 7 Unlimited talk and text Not subject to the fair usage prioritization threshold 30 days SDG (add below includes) Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p Unlimited 3G speed Smartphone Mobile Hotspot after 1.5 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile Hotspot Standard International Unlimited Testing Sample Global Mobile Without Borders Edge on Night 1 hour (unlimited Rights)	\$68.00	10%	\$57.96	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	12GB	N/A	N/A	N/A	N/A	N/A	SDG/AG LTE/4G/3G E/NSP/PA	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	New Activation Only/Requires One of the below data SDG's - G0074, 754
GG083C1	Geotab Fleet Management Basic Plan GPS location, VIN, Driver ID, and basic ICM support worldwide	\$15.00	10%	\$13.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	SDG/AG LTE/4G/3G E/NSP/PA	Unlimited	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data. #91330es speedCanada and Mexico roaming (all ops)
GG083D1	Geotab Fleet Management Regulatory Plan Hours of Service, FTA and Temperature Monitoring functionality over the Base Plan. General forward existing fleets in meeting a range of compliance regulations in the USA and Canada	\$23.50	10%	\$21.15	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	SDG/AG LTE/4G/3G E/NSP/PA	Unlimited	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data. #91330es speedCanada and Mexico roaming (all ops)
GG083E1	Geotab Fleet Management Pro Plan The functionality of the Regulatory plan and support for engine and accelerometer data worldwide	\$29.00	10%	\$26.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	SDG/AG LTE/4G/3G E/NSP/PA	Unlimited	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data. #91330es speedCanada and Mexico roaming (all ops)
GG083F1	Geotab Fleet Management Pro Plus Plan The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide	\$35.00	10%	\$31.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	SDG/AG LTE/4G/3G E/NSP/PA	Unlimited	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data. #91330es speedCanada and Mexico roaming (all ops)
GG084D1	EmpowerED Program 2GB Mobile Internet Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment) Edge on Night 1 hour (unlimited Rights) Sample Global SDG/AG Domestic data roaming Mobile Without Borders Music Freedom All recurring taxes and fees included in MFC	\$0.00	0%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	2GB	N/A	N/A	N/A	N/A	N/A	SDG/AG LTE/4G/3G E/NSP/PA	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Internet Connected Licensee Dev	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerED application required from qualified educational institution

CGSMW2	EmpowerED Program 2GB Mobile Internet Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment) Edge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC	\$30.00	0%	\$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Internet Connected Learning De	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerED application required from qualified educational institution		
GLM/MN2	EmpowerED Program Unlimited 4G LTE Mobile Internet Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment) Edge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC	\$30.00	0%	\$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Internet Connected Learning De	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerED application required from qualified educational institution		
DMN/MLTM	EmpowerED 3.0 Program Unlimited Mobile Internet Unlimited data (speeds slow at 2GB allotment for limited bucket plan) Mobile Hotspot (speeds slow at 2GB allotment for limited bucket plan) - Unlimited Hotspot version speeds do not slow. Edge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC Optional content filter: GO/FILTREN. For filtering content on EmpowerED devices	\$20.00	0%	\$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Internet Connected Learning De	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerED application required from qualified educational institution		
GVFLR20	Add-On: EDU EmpowerED Filtering Optional content filter: GO/FILTREN. For filtering content on EmpowerED devices	\$0.00	0%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Internet Connected Learning De	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerED application required from qualified educational institution		
GVFLR20 & GVFLR20L4	Government First Responder Voice SD	\$0.00	0%	\$0.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	Dependent	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes		
GVFLR20L4 & GVFLR20L7	GovFirst/Respond New UNLPLUS	\$15.00	0%	\$15.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	Dependent	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes		
GSMS/MTM	EmpowerED 2.0 SMS/MMS Month to Month Unlimited data (speeds slow at 2GB allotment for limited bucket plan) Mobile Hotspot (speeds slow at 2GB allotment for limited bucket plan) - Unlimited Hotspot version speeds do not slow. Edge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC Optional content filter: GO/FILTREN. For filtering content on EmpowerED devices	\$20.00	0%	\$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Tablet or Mobile Internet Device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Plan are voice based/Customer can use non-native SMS services via WhatsApp, Facebook messenger, etc		
GCN/HR0	Connecting Heroes Voice Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Not subject to the fair usage prioritization threshold Optimized voice streaming at 48kb 2GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Staxside International Unlimited Texting Mobile Without Borders - 335Mbps	\$0.00	0%	\$0.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Requires: GVFLR20L4 SOC for included Data SD Customer will still be responsible for any open EFNs. No minimum line requirement. Not subject to the fair usage prioritization threshold. WPS is not included with this plan, but the feature is compatible - customer must request approval for WPS service at https://www.ahj.gov/requesting-gps-and-wps This is a single line rate plan and can't be on a BAW with regular family/pooling plans. No minimum line requirement. Not subject to the fair usage prioritization threshold. Subscriber must be qualified Fire, Police, or EMS		
GVFLR20L6	Connecting Heroes AMP Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Not subject to the fair usage prioritization threshold 200MB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Unlimited HD streaming passes (must be activated) Staxside International Unlimited Texting Simple Global (unlimited 3G data at speeds in 120+ destinations (up to 25Mbps)) Mobile Without Borders Unlimited Gogo (flight Wi-Fi (unlimited Rights/Access)) Same Day AT T	\$15.00	0%	\$15.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	20GB	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Requires: GVFLR20L4 SOC for Connecting Heroes Government First Responder Plus Data SD \$15 plan is the exclusive. Customers are billed standard taxes and fees per line Customer will still be responsible for any open EFNs Customer must request approval for WPS service at https://www.ahj.gov/requesting-gps-and-wps This is a single line rate plan and can't be on a BAW with regular family/pooling plans. No minimum line requirement. Not subject to the fair usage prioritization threshold. Subscriber must be qualified Fire, Police, or EMS		
GTN/MS/TE	Mouse Signal Rate Plan - Government Unlimited 3G data Unlimited Text Unlimited domestic data roaming International roaming in Simple Global (countries including Canada and Mexico)	\$15.00	10%	\$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	3G	Unlimited	N/A	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	Yes	BYOD. Device not available from T-Mobile	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Rate plan does not support devices other than Mouse Signal
EP10M + 020P/32M	Project 10Milion FY 100 GB Per Year Program (NSFP) 200 GB data per year Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices Education grade Web Filtering For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 1 year T-Mobile commitment.	\$0.00	0%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Annual	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Mobile hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	
6AMP100L	Project 10Milion FY 100 GB Per Month Program (NSFP) 200 GB data per month Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 1 year T-Mobile commitment.	\$32.00	0%	\$32.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Month	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.		
FP10M/32M	Project 10Milion Unlimited Program Plan (NSLP) Unlimited data per month Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 1 year T-Mobile commitment.	\$15.00	0%	\$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.		
6AMP100	Project 10Milion FY 100 GB Per Month General Rate Plan (NSLP & Non-NSLP) 200 GB data per month (Month-to-Month Term) Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$32.00	0%	\$32.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Month	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
P10M/NS	Project 10Milion General Unlimited Plan (NSLP & Non-NSLP) Unlimited data per month (1 year commitment) Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$15.00	0%	\$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2 year T-Mobile commitment		
P10M/NS20	Project 10Milion General Unlimited Plan (NSLP & Non-NSLP) Unlimited data per month (1 year commitment) Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$20.00	0%	\$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1 year T-Mobile commitment		
P10M/NS	Project 10Milion General Unlimited Plan (NSLP & Non-NSLP) Unlimited data per month (Months to Month Term) Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$25.00	0%	\$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/5G/DOG E/HRP/4	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A			

\*Requirements for the Government Unlimited Rate Plan with Subsidy Allowance and First Responder Government Rate Plan with Subsidy Allowance - Smartphones

- 1) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "Subsidy Term").
  - 2) Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activation Period").
  - 3) Each line of Service must be activated in accordance with the terms of the agreement.
  - 4) Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term.
  - 5) The subsidy cannot be combined with any other discounts, credits or promotional offers; and
  - 6) Customer's account with T-Mobile must be in good standing to receive the subsidy.
- Minimum Activation Period/Termination:** If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro-rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 3 months following activation, and if T-Mobile has issued a subsidy of \$150 for such line, then Customer will reimburse T-Mobile \$75 (i.e., 50% (12 CA months) x \$150) for such terminated line). Customer may either: (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected line of Service; or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated line of Service and Customer agree to pay T-Mobile for the subsidy issued to Customer 30 days of termination of the affected line of Service.
- EmpowerED Program Plans** are available to elementary, middle and high schools, and districts across the U.S. School or districts. The eligibility criteria and EmpowerED Program offers are posted here: <https://www.t-mobile.com/business/education/empower-ed>.

**Requirements to qualify for Subsidy Allowance under EmpowerED Program:**  
- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the EmpowerED rate plan listed under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the "Device Discount/Subsidy Term").

- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for a pro rata portion of the Device Discount/Subsidy received for each month remaining in the Device Discount/Subsidy Term.

- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;

- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;

- Customer's account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and

- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy. Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

\*First Responder plans (including Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes (U Police Protection 92210), (U Fire Protection 92216), (U Ambulance Services 82191). First-eligibility determinations are in T-Mobile's discretion.

**\*Project 500Mhz**

limited offer subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student/National School Lunch Program eligibility, 1 offer per household. Confirm your program can accept free equipment and/or service. Reaming not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 100GB on 112 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.16 per day only (line 10-15 for RPF & \$1.16 for TRF) apply for post-paid plans. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads, does not apply to video uploads. For best performance, have any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using 500Mhz may receive reduced speeds until next morning. See T-Mobile.com/Openinternet for details. See Terms and Conditions (including arbitration provision) at [www.t-mobile.com](http://www.t-mobile.com) for additional information.

**\*\*Connecting Heroes plans not eligible for any aggregate volume discount. \$11 price does not include applicable taxes, fees and surcharges. Video typically streams on smartphone/tablet at DVD quality (480p). Coverage not available in some areas and may be impacted by emergencies, check your router area. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.16 per voice line (10-15 for RPF & \$1.16 for TRF) applies to 115 plan. Taxes/Fees approx. 0-20% of bill. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra, additional costs posted here: <https://www.t-mobile.com/support/account/out-of-plan-phone-numbers>. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128Kbps. Additional international features available for purchase. Not available for hotspots and some other data-first devices. On 50 plan, video streams at up to 1.5Mbps unless you add Plus. Optimization may affect speed of video downloads, does not apply to video uploads. For best performance, have any video streaming applications at their default automatic resolution setting. tethering 1GB high-speed data (20GB with Plus) then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo, primary data usage must be on smartphone or tablet. Network Management: Program/service may be slowed, suspended, terminated, or restricted for interference with our network or ability to provide quality service to other users or abusive/excessive use. On-device usage is prioritized over tethering usage, which may result in higher speeds for data used on device. See T-Mobile.com/Openinternet for details. See Terms and Conditions at [www.t-mobile.com](http://www.t-mobile.com) for additional information.**

**\*\*Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. First-eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 92210 Fire Protection 92216; Ambulance Safety Services 82191. Additionally, qualifying in one of the following subcategories is required:**

-Police, fire, or emergency medical services first responders

-Public safety or law enforcement command, Police, Sheriff, Fire, or emergency medical services

-Police or fire chiefs and their staff, Police or fire field command

-Police or fire dispatch, 911 call centers

**\*\*Total Line Eligibility and Line Limits for Connecting Heroes. Customer may be subject to a limit on lines using either, or a combination of both, the 50 and 515 rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described herein ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's total Line Limit.**

**General Rate Plan Terms and Conditions:** On all T-Mobile plans, for the small fraction of customers using >50GB/mo, primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Unlimited Talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use.

**Tethering:** Tethering at max 3G. Service may be terminated or restricted for excessive roaming.

**Single Global:** Usage may be taxed in some countries. Calls from Single Global countries over Wi-Fi are \$20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. See <http://www.t-mobile.com/optional-services/roaming.html> for included countries and destinations. The list is subject to change at T-Mobile's discretion.

**Standby NET Talk:** Calls must originate on T-Mobile U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabyte(s) rounded up. Select companion smartphone and separate qualifying service on each device required.

**Single Choice North America General Terms:** Additional usage taxed in some countries. Charges apply for calls to other countries. Call-forwarding only U.S. numbers. Partial minutes/megabyte(s) rounded up. Full speeds available up to monthly allotment, including tethering. Unlimited on smartphone or tablet. LTE data option includes 14 GB of tethering; then, slowed up to 2G speeds through bit cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see our selected service for details.

**Data Stack:** Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks.

**Network Management:** Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/Openinternet for data management details.

**Moose Signal Rate Plan - Government**

Moose Signal rate plan is used by customers who have the Moose Signal Personal Safety Wearable device. Unlimited 3G data, Unlimited Text, Unlimited domestic data roaming, International roaming in Simple Global countries (including Canada and Mexico). Not available in Arizona. Monitoring service provided on behalf of Moose by KomnectONE LLC. Requires a Moose signal device purchased through KomnectONE LLC. Customer's use of the Moose signal device and related monitoring services is subject to acceptance of the Terms of Service for Moose Signal ("Moose Terms"). Customer is responsible for agreeing to the Moose Terms in the manner required by KomnectONE LLC.

**Geotab:** Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at <http://www.geotab.com>.



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

DATE: 3/30/2021

ATTN: Chris Jennings  
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Mr. Jennings:

**Action Requested:**

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: \_\_\_\_\_ Verify Log is attached

**PRODUCTS:** Contractor requests the addition of Business Voice and Collaboration services, provided through Contractor's partner Dialpad, Inc. ("Dialpad"), which provides a business grade voice, conferencing, messaging, and contact center solution offering on the Contract.

**PRODUCT OVERVIEW:**

**Provide a summary of the product you are requesting to add. Attach any product brief to this document.**

**Describe how the product falls with the Scope of the Master Agreement:**

T-Mobile's expanded capacity network helps a work-from-anywhere workforce connect and collaborate effortlessly with a simple to set up AI-powered communication platform, powered by Dialpad.

Collaborate from T-Mobile for Business is an AI-powered cloud communication platform, powered by Dialpad, that provides business calling, messaging and conferencing from virtually any device, anywhere. Unlimited 5G service and a simple mobile collaboration tool help remote workforces connect and collaborate effortlessly. Collaborate from T-Mobile delivers a cloud-based solution that enables fast setup, hassle-free deployment, and easy on-going user management. Includes native integrations with popular cloud business apps that support team productivity wherever work takes them.

Collaborate from T-Mobile provides employees true mobility with a business number they can use on almost any device with advanced features like Voice Intelligence™, an AI-powered solution that transcribes





**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

conversations on real-time and accepts voice commands so employees can get more out of every conversation. The solution helps customers reduce the costs of un-used desk phones and for managing a complex on-premises PBX system.

Collaborate from T-Mobile includes unlimited calls and texts to and from the United States and Canada. International outbound calling rates for other countries are determined by Dialpad and can be found at <https://dialpad.com/rates>. NASPO customers can utilize new or existing phone numbers for Collaborate from T-Mobile.

Collaborate from T-Mobile requires the customer to have an equal or greater number of qualifying T-Mobile wireless lines or plans. Customers without qualifying lines or plans or with too few, may purchase Dialpad Talk, Dialpad Contact Center or Dialpad Sell seats.

Benefits include:

- Work anywhere, answering calls on any device, and conference with up to 100 people and 5-hour meetings.
- Put conversations in context, with Google Workspace and Microsoft 365 integrations that show recent email messages, and upcoming calendar events that tell you everything you need to know about the caller.
- Directory that syncs to users' devices and gives you the ability to add more users or departments on the fly.
- Take control of calls, with transfer, record, voicemail, and more – all just a click away.
- Keep everyone in the loop, by personalizing business hours and having an auto-receptionist field the calls that users can't.

NASPO customers may add the following features to the solution

- Dialpad Talk Pro or Enterprise seats that enable the same Collaborate from T-Mobile voice, messaging and conferencing capabilities, but when ordered without enough qualifying T-Mobile plans.
- Dialpad Contact Center seats that offers an inbound call center experience. In addition to the MRC stated below, there is a \$.01/minute charge for inbound calls.
- Dialpad Sell seats providing an AI-powered outbound communications solution that helps reps learn from customer insights and build meaningful relationships. In addition to the MRC stated below, there is a \$.02/minute charge for outbound calls.
- Additional local numbers to create department lines that provide a direct number to ring a group of users - with automated response menus, their own business hours and voicemail.
- Toll free lines to offer a toll-free line for inbound calls. In addition to the MRC stated below, there is a \$.02/minute charge for inbound usage.
- Fax lines to send and receive faxes straight from the Dialpad desktop application. The MRC below includes a 100 page per month allotment. Usage exceeding the monthly allotment is \$.10/sheet.
- Room seats to add a common area phone extensions.



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

**NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.**

Please see the T-Mobile Unified Communications Platform (UCP) Addendum included herein as Attachment A, which each NASPO Purchasing Entity utilizing the various UCP Service offerings including DialPad, will be required to sign.

**BILLING**

**Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.**

Collaborate from T-Mobile is billed on the T-Mobile invoice.

**COST:**

**Include a cost matrix to include NASPO ValuePoint contract pricing.**

Type of UCP Service	Monthly Recurring Charge* (Each)
Collaborate from T-Mobile (Dialpad TFB Offer)	\$12
Dialpad Talk – Pro	\$21
Dialpad Talk – Enterprise	\$29
Local Number	\$5
Fax Line	\$10
Toll Free Number	\$5
Room Seat	\$15
Dialpad Contact Center – Pro	\$63
Dialpad Contact Center – Enterprise	\$84
Dialpad Sell – Pro	\$80
Dialpad Sell – Enterprise	\$101
Reserved Numbers (numbers held but not used)	\$1

\* Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge does not include applicable taxes and surcharges.



**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

**Other Fees:**

- (1) The Dialpad TFB Offer requires the customer to have an equal or greater number of qualifying T-Mobile wireless lines or plans. Qualified plans include current business plans (T-Mobile Magenta, Magenta Plus, Unlimited, Unlimited Plus) that include voice and data (Talk and Text, Mobile Internet, and Advantage plans do not qualify), as well as T-Mobile Work From Home Business Internet plans. If a customer reduces qualified plans below the total quantity of Dialpad TFB Offer seats, T-Mobile reserves the right to reduce the quantity of Dialpad TFB Offer seats on the account and replace with an equal number of Dialpad Talk Seats.
- (2) Dialpad charges a per minute fee for inbound calls to Toll Free Numbers that is in addition to the MSRP. This per minute fee is subject to change, but is currently \$0.02 per minute for US Toll-Free numbers.
- (3) Dialpad Fax includes 100 pages of faxes per month and each additional page is in addition to the MSRP. This additional per page charge is subject to change, but is currently \$0.10 per page for U.S. faxes.
- (4) Dialpad charges a per minute fee for inbound and outbound calls for Dialpad Contact Center and Dialpad Sell that is in addition to the MSRP. This per minute fee is subject to change, and is currently \$0.01 per inbound minute and \$0.02 per outbound minute
- (5) Cost Recovery Surcharge of \$2.98 per active Dialpad user line/license applies.



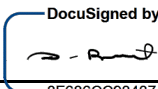
**NASPO ValuePoint Wireless Data, Voice and Accessories  
Product Add Request**

**APPROVAL:**

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:


BY:   
DocuSigned by: 8F686CC9343743C...

NAME: David Bezzant

TITLE: Vice President

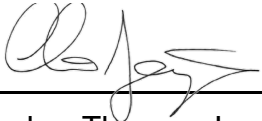
DATE: 3/30/2021

Approved by:

  
DocuSigned by: 8F686CC9343743C...

T-Mobile USA, Inc. Legal Dept.

NASPO ValuePoint

BY: 

NAME: Christopher Thomas Jennings

TITLE: Assistant Director

DATE: 3/31/2021

## ATTACHMENT A

### T-MOBILE UNIFIED COMMUNICATIONS PLATFORM ADDENDUM

This T-Mobile Unified Communications Platform Addendum (“Addendum”), which shall be effective as of the date the second Party signs this Addendum below (“Addendum Effective Date”), is by and between T-Mobile USA, Inc., a Delaware corporation (“T-Mobile”), and [Customer Name], a(n) [state of formation] [type of entity, e.g., corporation], with its principal place of business at [Customer address] (“[Short Name]” or “Customer”). For purposes of this Addendum, T-Mobile and Customer are sometimes collectively referred to as the “Parties,” and individually as a “Party.”

The following terms apply to Customer’s purchase and use of Unified Communications Platform services (“UCP Services”). References to “Agreement” in this Addendum mean the: NASPO ValuePoint Master Service Agreement #MA176 (“Agreement”). Use of the UCP Services is subject to acceptance of this Addendum, the terms set out herein, including the attached and incorporated Exhibit A and Exhibit B.

The terms and conditions of this Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order (“Order”). Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum or the Agreement.

1. **Description of Unified Communications Platform Service.** T-Mobile will provide UCP Services to Customer under this Addendum in accordance with the Order with T-Mobile. The UCP Services are “Services” as defined in the Agreement. The UCP Services T-Mobile will provide to Customer under this Addendum consist of software-as-a-service subscriptions of cloud-based unified communications services, including, but not limited to, voice-over-internet-protocol (“VoIP”) services.
2. **Updates to These Terms.** Notwithstanding anything to the contrary in the Agreement, the Parties acknowledge that the terms of this Addendum may be changed, modified, supplemented, or updated by T-Mobile from time to time by notice from T-Mobile to Customer via: (a) a prompt that will allow Customer to read the new or modified terms; or (b) electronic mail. If the change, modification, supplement or update will have a material adverse effect on Customer, T-Mobile will provide Customer with a minimum of sixty (60) days’ notice of the change, modification, supplement, or update. Customer accepts the change, modification, supplement or update by continuing to use the UCP Services. Except for changes by T-Mobile as described here, no other amendment or modification of these terms will be effective unless in writing and signed by both Parties.
3. **Service Registration Procedures.** At all times, Customer will maintain and promptly update the information required under this Section. Upon completion of all required information and acceptance of this Addendum and applicable Order for the UCP Services, T-Mobile will provide Customer with, as applicable, a password(s), user ID(s), telephone number(s), and other relevant account information.
4. **VoIP 911 Limitations.** UCP Services complete telephone calls using VoIP technology. VoIP is fundamentally different from traditional telephone service and has inherent limitations. VoIP does not support 911 emergency dialing or other emergency functions in the same manner as traditional wireless or wireline services. UCP Services may not support 911 emergency dialing for the Customer locations specified by T-Mobile after review of Customer’s location information. T-Mobile cannot install or continue to support UCP Services in areas where 911 emergency dialing is not supported. UCP Services, including 911 calls, may be unavailable or limited in some circumstances, including the circumstances described below.
  - a. **Affirmative Acknowledgment.** By signing this Addendum, Customer affirmatively acknowledges, on behalf of itself and its authorized end users, that T-Mobile has advised Customer of the 911 limitations of UCP Services and that Customer is aware of and understands the 911 limitations of UCP Services.

- b. **Registered Location.** T-Mobile requires a valid United States Postal Service and Master Street Address Guide address for all end users. Customer agrees that each of its end users will provide T-Mobile on the T-Mobile admin portal his or her physical location (“Registered Location”). The primary mechanism for routing 911 calls to the correct Public Safety Answering Point (“PSAP”) is the Registered Location at the time a 911 call is placed. The routing of calls relies on the Registered Location information when communicating with emergency operators. If the Registered Location has not been updated, is not complete, or is not accurate, the 911 call may route incorrectly.
- c. **Relocation of End User.** If Customer uses UCP Services with an assigned telephone number in a location other than the Registered Location, 911 calls may not be routed to the appropriate PSAP for the end user’s current physical location. If an end user’s primary location address changes, Customer or the end user must notify T-Mobile on the T-Mobile admin portal of the change and submit a new Registered Location for that end user. If an end user changes his or her primary location, in certain circumstances, T-Mobile may require a new telephone number or T-Mobile may not be able to provide UCP Services in the new location.
- d. **Use of “Non-Native” Telephone Numbers.** If Customer uses UCP Services with an assigned telephone number outside the rate center of the Registered Location, the PSAP for the Registered Location may not recognize the telephone number for call-back or other informational purposes unless the end user has updated his or her Registered Location information.
- e. **Broadband Connection Failures.** UCP Services will not be able to make calls if Customer loses its connection to the UCP Services network. Due to internet congestion and network design issues, 911 calls placed through UCP Services may sometimes produce a busy signal, experience unexpected answering wait times, or take longer to answer than 911 calls placed through traditional telephone networks.
- f. **Loss of Electrical Power.** UCP Services will not operate if the UCP Services or other VoIP-enabling equipment has lost electrical power. After a power outage, Customer may need to reset or reconfigure enabling equipment or devices before being able to use UCP Services.
- g. **Database Updates.** During initial activation of UCP Services and following updates to the Registered Location information, there is a delay before complete and accurate automatic number and location information is provided to the local emergency service operator.
- h. **PSAP Limitations.** The PSAP designated to receive 911 calls for a particular Registered Location may not have a system configured for 911 services. The PSAP may not be able to capture or retain ANI/ALI or otherwise determine the phone number, Registered Location, or physical location of the caller.

5. **Information and Third Parties.** In connection with the registration, implementation, maintenance, or servicing of the UCP Services, Customer will provide data, personally identifiable information, or other materials (collectively, “Customer Data”). Should Customer use T-Mobile features of the UCP Services that include collections of audio or transcript data, such information is included in the definition of Customer Data. Customer is solely responsible for collecting, entering and updating the Customer Data.

The UCP Services may contain links or connections to third-party websites or services that are not owned or controlled by T-Mobile. Customer accesses any such third-party websites or services at Customer’s own risk and is responsible for reading and abiding by any terms and conditions, privacy policies, or any other terms, conditions, warranties, or representations associated with such third parties or their websites or services. Customer releases T-Mobile from any and all liability arising from Customer’s interactions with any third parties or Customer’s use of any third-party website or service arising from such use and by using the UCP Services.

Customer agrees not to enter or track social security numbers, financial account numbers, credit or debit card numbers, in combination with any required security code, access code, or password that would permit access to an individual’s financial account; health or medical information; or health insurance information via the UCP Services.

6. **Storage of User Information.** T-Mobile is not obligated to store Customer’s communications logs, voicemails, faxes, emails, or other messages and does so only as a convenience to Customer. Customer agrees that T-Mobile has no responsibility or liability whatsoever for the deletion or failure to store any call log information,

voicemails, faxes, emails, messages, and/or other communications maintained or transmitted by the UCP Services. Customer acknowledges and agrees that T-Mobile may establish limits as to the size of communications that T-Mobile transmits or stores and the duration for which T-Mobile stores any communications.

**7. Changes to UCP Services.** T-Mobile reserves the right to add, remove, or modify features or functions, or to provide fixes, updates, and upgrades, to the UCP Services. Customer acknowledges and agrees that T-Mobile has no obligation to make available to Customer any subsequent versions of the UCP Services. Customer's continued use of the UCP Services following any modification of the UCP Services constitutes Customer's agreement with any such changes or updates.

**8. Support.** Customer acknowledges that no third party has any obligation to furnish maintenance or support services with respect to the UCP Services and that T-Mobile's sole obligation to provide support to Customer for the UCP Services is set out in Exhibit A ( Certified Cloud Professional Service Terms) to this Addendum.

**9. Pricing.** The fees associated with each UCP Service are set out in Exhibit B (Pricing) to this Addendum.

**10. Additional Terms for UCP Services.**

A. *Products.* Customer has the opportunity to purchase Products that operate with the UCP Services. T-Mobile makes these Products available to Customer via the T-Mobile admin portal, and the Product prices are specified on this portal. If for any reason T-Mobile believes that Customer is using the Product for a prohibited purpose, then T-Mobile may, in its sole discretion suspend service to the line(s) of service involved and notify Customer.

B. *Unlimited Calling.* T-Mobile offers unlimited monthly calling for domestic calls (United States and Canada) and text messages from Customer's mobile phone or computer. An unlimited service provides Customer with a domestic telephone number.

C. *Toll-Free Calling.* T-Mobile offers toll-free numbers, subject to applicable fees in Customer's applicable Order for the UCP Services. Having a toll-free number requires that Customer maintain a calling service credit balance. See Customer Order for details.

D. *International Calling and "Local" International Telephone Numbers.* To make international calls using the UCP Services, Customer must enable international calling in Customer's settings and pre-purchase an international calling service rate plan with international calling credits necessary to make such international calls. Insufficient service credits may cause Customer's call to be terminated. Packages of international calling service credits will decrement based on the rate defined per country and carrier. Customer may be charged any applicable taxes and fees associated with international calls. Customer is solely responsible for the region and numbers Customer chooses and any associated charges on Customer's Master Account. International "local" numbers for Customer to make and receive calls and texts may be available depending on the country. Rates, terms, taxes and fees associated with international inbound and outbound calling and texting services may vary based on the country and reseller agreement, if applicable. For purposes of this Addendum, "Master Account" means Customer's government master account(s) for the purchase and use of Products and Services.

E. *Value, Ownership, and Expiration of Service Credits.* Toll-free and international calling service credits have no monetary value and cannot be exchanged for the cash value or refunded at any time after such service credits are purchased by Customer, including after the closure of Customer's Master Account. Service credits may only be redeemed and used by the holder or end users of the Master Account to which the service credits have been applied, and may not be sold, transferred, assigned, or used by another user or with another user's account or office. Any unused service credits remain on Customer's Master Account and "roll over" to the next billing period. Additional service credits and promotional service credits expire according to the terms of their purchase.

**11. Account Termination.** Upon termination of Customer’s Order for the UCP Services, all information associated with Customer’s use of the UCP Services will be subject to deletion or destroyed. As such, Customer should perform regular backups in order to avoid losing information upon termination.

**12. Term and Termination.** The term of this Addendum shall commence on the Addendum Effective Date and shall continue on a month-to-month basis. Either Party may terminate this Addendum without cause upon thirty (30) days’ written notice to the other Party. Either Party may terminate this Addendum without penalty if the other Party materially breaches this Addendum and such breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. All rights and obligations under this Addendum, except those expressly indicated to survive, will terminate immediately upon termination or expiration of the Agreement. Unless otherwise set forth in the Agreement or this Addendum, termination or expiration of this Addendum does not terminate the Agreement or any rights or obligations in the Agreement. The following sections will survive any expiration or termination of this Addendum: Sections 4, 5, 6, 8, 11, 12, 13 and Section 5 of Exhibit A.

**13. Miscellaneous.** The Agreement and this Addendum (including Exhibit A and Exhibit B to this Addendum), and any additional terms referenced in those exhibits, constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Addendum, and govern Customer’s use of the UCP Services. The Agreement and this Addendum supersedes all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the UCP Services.

Executed as of the second signature date below.

<b>T-Mobile USA, Inc.</b>	<b>[Customer Name]</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Legal Approved by:	
_____	
T-Mobile USA, Inc. Legal Department	



**EXHIBIT A**  
**Certified Cloud Professional Service Terms**

T-Mobile's Certified Cloud Professional Service ("CCPS") offers several levels of white-glove support, including assistance with migration, deployment, and onboarding for the UCP Services. The following terms apply to Customer's use of and access to CCPS ("CCPS Terms"). In addition to these CCPS Terms, Customer's use of and access to CCPS is governed by the Addendum and the Agreement. For purposes of interpreting these CCPS Terms, CCPS is included in the definition of "Service(s)" as defined in the Agreement.

1. **Charges.** The fees, if any, associated with CCPS will be set out in Exhibit B (Pricing) for the UCP Services.
2. **Description of Service.** CCPS as described in this Exhibit supports only UCP Services purchased from T-Mobile, and does not include support for any other software, including other software from T-Mobile. With any software service purchase from T-Mobile, Customer will automatically receive Administrator call support, available Monday through Friday, from 7:00am through 7:00pm Central Standard Time. Depending on Customer's specific subscription to CCPS, Customer will receive white-glove support for deployment (i.e., setup and configuration) of Customer's software, and/or Administrator support. Customer's "Administrator" is the person who can purchase the services, assign seats, establish, activate and distribute login IDs and passwords, act as the primary contact between T-Mobile and Customer, as well as manage additional account management activities related to UCP Services. CCPS provides help desk to help desk support for Customer or Customer's Administrator, but not for any other users of UCP Services.
3. **Availability of Service.** For Administrator support under Customer's CCPS plan, please call 1-855-234-1825, to reach a specialist Monday through Friday, from 7:00am through 7:00pm Central Standard Time.
4. **Remote Access.** If Customer seeks assistance through CCPS, T-Mobile or its agents may need remote access to Customer's computer to provide CCPS support. Once Customer grants remote access, the CCPS agent will be able to: (1) control, view, or access Customer's device; (2) view Customer's system information; (3) install, transfer, delete, overwrite or copy software, files and folders; (4) reboot Customer's system; (5) run scripts; and (6) invite a technician for collaboration, all for the limited purpose of activating, supporting, maintaining, upgrading, or repairing the UCP Services. Customer may revoke remote access at any time by clicking on the red X on the toolbar or pressing pause/break on the keyboard. Customer can permanently end the remote access session by closing the application. Customer may authorize account administrators to make changes to Customer's UCP Services, which will include the authority to make upgrades and additional purchases. Customer is responsible for any changes to Customer's UCP Services made by a person Customer authorizes, and those changes will be treated as modifications to this Exhibit.
5. **Your Responsibility to Back-Up Data.** T-Mobile does not warrant Customer's or Customer's users' data created either before or after Customer's use of CCPS deployment or call support services. T-Mobile will not be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, information, files, videos, or any other form of media. Customer agrees that, prior to using CCPS, it is Customer's responsibility to ensure any data, software, information or other files stored on Customer's or Customer's users' computer disk drives, peripherals, and/or on any other electronic storage device is properly backed up.

**EXHIBIT B**  
**Pricing**

The following table sets out the fees associated with the various UCP Service offerings.

Type of UCP Service	Monthly Recurring Charge per license
Collaborate from T-Mobile (Dialpad TFB Offer) <sup>(1) (5)</sup>	Per Contractual Pricing in Agreement
Dialpad Talk – Standard <sup>(5)</sup>	Per Contractual Pricing in Agreement
Dialpad Talk – Pro <sup>(5)</sup>	Per Contractual Pricing in Agreement
Dialpad Talk – Enterprise <sup>(5)</sup>	Per Contractual Pricing in Agreement
Add On: Local Number	Per Contractual Pricing in Agreement
Add On: Fax Line <sup>(3)</sup>	Per Contractual Pricing in Agreement
Add On: Toll Free Number <sup>(2)</sup>	Per Contractual Pricing in Agreement
Add On: Room Seat <sup>(5)</sup>	Per Contractual Pricing in Agreement
Dialpad Contact Center – Standard <sup>(4) (5)</sup>	Per Contractual Pricing in Agreement
Dialpad Contact Center – Enterprise <sup>(4) (5)</sup>	Per Contractual Pricing in Agreement
Dialpad Sell – Standard <sup>(4) (5)</sup>	Per Contractual Pricing in Agreement
Dialpad Sell – Enterprise <sup>(4) (5)</sup>	Per Contractual Pricing in Agreement
Dialpad UberConference – Business	Included with Collaborate, Talk, Sell and Contact Center
Reserved Numbers (numbers held but not used)	Per Contractual Pricing in Agreement
Certified Cloud Professional Service	Included

(1) The Collaborate from T-Mobile (Dialpad TFB Offer) requires the customer to have an equal or greater number of qualifying T-Mobile wireless lines or plans. Qualified plans include Work From Home Business Internet plans and current voice and data business plans (T-Mobile Magenta, Magenta Plus, Unlimited, Unlimited Plus). Talk and Text, other Mobile Internet, and Advantage plans do not qualify. If a customer reduces qualified plans below the total quantity of Collaborate from T-Mobile seats, T-Mobile reserves the right to reduce the quantity of Collaborate from T-Mobile seats on the account and replace with an equal number of Dialpad Talk Pro, or Enterprise Seats.

(2) Dialpad charges a per minute fee for inbound calls to Toll Free Numbers that is in addition to the MSRP. This per minute fee is subject to change, but is currently \$0.02 per minute for US Toll-Free numbers.

(3) Dialpad Fax includes 100 pages of faxes per month and each additional page is in addition to the MSRP. This additional per page charge is subject to change, but is currently \$0.10 per page for U.S. faxes.

(4) Dialpad charges a per minute fee for inbound and outbound calls for Dialpad Contact Center and Dialpad Sell that is in addition to the MSRP. This per minute fee is subject to change, and is currently \$0.01 per inbound minute and \$0.02 per outbound minute.

(5) Cost Recovery Surcharge of \$2.98 per active Dialpad line/seat license applies.

\*Other taxes and government mandated fees may apply.



Oakland Public Education Fund  
520 3RD ST. SUITE 109  
Oakland, CA 94607

March 8<sup>th</sup>, 2021

**RE: Notice of Account Transition to NASPO Master Agreement MA176**

Dear Valued T-Mobile Government Customer,

On July 1, 2019, T-Mobile entered into the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA176 led by the State of Utah, as amended ("NASPO Master Agreement MA176") for use by state agencies and other eligible purchasing entities, as provided in the NASPO Master Agreement MA176, the terms of which can be viewed at:

<https://www.naspovaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2024/t-mobile-usa-inc/>. The existing NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. 1907 led by the State of Nevada ("NASPO Master Agreement 1907") shall expire on March 31, 2021. As a result of this forthcoming NASPO Master Agreement 1907 expiration, all existing T-Mobile customers previously under the NASPO Master Agreement 1907 must opt to utilize a new contract vehicle.

Your agency/entity has been identified as purchasing T-Mobile services under the expiring NASPO Master Agreement 1907. This is notice that all existing NASPO Master Agreement 1907 purchasing entities will be transitioned under the terms and conditions of the NASPO Master Agreement MA176 no later than **April 1, 2021** in the absence of either: 1) a formal signed Participating Addendum with T-Mobile; or 2) a written rejection from your agency/entity to T-Mobile within thirty (30) days of the date of this notice. Your existing services, devices and current pricing will not be impacted as a result of this agreement to transition. Pursuant to Section 5.b of the NASPO Master Agreement MA176, this written notice shall serve as your Participating Addendum under the NASPO Master Agreement MA176 (subject to the following paragraph regarding existing Participating Addendums under NASPO Master Agreement 1907) and no further agreements shall be required. **PLEASE NOTE: If you have already taken action to migrate to the NASPO Master Agreement MA176 or selected another T-Mobile contract vehicle prior to receipt of this letter, kindly disregard this notification.**

Notwithstanding the foregoing, your agency may elect to execute a formal Participating Addendum with T-Mobile under NASPO Master Agreement MA176 at any time after the date of this notice, but as noted above, this is not required by NASPO. The terms and conditions of your existing Participating Addendum under NASPO Master Agreement 1907 will be governed under the terms of the NASPO Master Agreement MA176 as of April 1, 2021, if no new Participating Addendum is executed.

In the event your agency elects to reject this notice to transition to the terms and conditions of the NASPO Master Agreement MA176, you must notify T-Mobile in writing of your decision no later than **March 31, 2021**. All rejection requests should specify the billing account number(s) and the alternate contract vehicle(s) that your account(s) may be transitioned to, if known. Please submit your rejection requests to: [naspovaluepoint@t-mobile.com](mailto:naspovaluepoint@t-mobile.com).



For eligible customers within the State of California, please note that in addition to the NASPO Master Agreement MA176 contract vehicle, the California Department of Technology's "CALNET" contract vehicle also provides access to T-Mobile's telecommunications products and services. For more information purchasing under the CALNET contract vehicle, please visit: <https://cdt.ca.gov/services/calnet-services/>.

T-Mobile looks forward to continuing to support your wireless service requirements. For additional questions regarding this matter, please do not hesitate to contact your T-Mobile Government Account Manager.

Thank you for the opportunity to be your communications provider.

Sincerely,

David Bezzant  
Vice President  
T-Mobile for Government