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Introduction Date 6/28/23		
Enactment Number	23-1264	
Enactment Date	6/28/2023 os	

### **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 June 28, 2023

Subject Approval of Resolution No. 2223-0230 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 California Department Of Technology's California Network and Telecommunications (CALNET) Program; Approval by the Board of Education of T-Mobile Project 10Million Agreement (Program) between Oakland Unified School

District and T-Mobile, Inc. Contractor: T-Mobile, Inc.

Services For: July 1, 2023 - June 30, 2028

□ Ratify Services Agreement

Services T-Mobile will provide student hotspot devices and associated cellular service for

home use during the period July 1, 2023 to June 30, 2028 for an amount not to exceed \$5,247,024.04, consisting of up to \$3,262,750.00 for upgraded 5G hotspot devices, and up to \$1,984,274.04 in service fees for 12 months of unlimited data use, with all costs to be paid through the federal E-Rate Emergency Connectivity

Fund (ECF) Round 3 award.

Term Start Date: July 1, 2023 End Date: June 30, 2028

Not-To-Exceed Amount

\$5,247,024.04 (Paid using federal funds awarded through E-Rate ECF)

Competitively Bid No. See attached Resolution No. 2223-0230 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 California Department Of Technology's California Network and

Telecommunications (CALNET) Program

Board Memo Approval of Resolution No. 2223-0230 and Approval of Services Agreement with T-Mobile, Inc. Page 2 of 2

### In-Kind Contributions

No in-kind contributions

### **Funding Source(s)**

\$5,247,024.04 from E-Rate Emergency Connectivity Fund (ECF) funding resources; usage on any lines of service which falls outside the billable scope of the ECF award but within the contract term will utilize other appropriate grant or one-time funds that may be made available, or will be moved to an unpaid plan

### **Background**

On June 23, 2021, the Oakland Unified Board of Education approved Legistar File ID 21-1588, which included a resolution to allow OUSD to piggyback on and enter into a contract with T-Mobile properly entered into through the California Department of Technology's California Network and Telecommunications (CALNET) Program and approval of an agreement with T-Mobile to participate in the T-Mobile Project 10Million program to provide students with hotspot devices and associated cellular service for home use. The Board subsequently approved Legistar File ID 21-2458 on October 27, 2021 to acquire additional ECF-eligible lines of service.

The COVID-19 pandemic highlighted the huge disparity between students with and without home internet access. Home internet access has remained 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.

As such, Oakland Unified has participated in the T-Mobile Project 10Million program, which has historically provided free 4G hotspots and low- or no-cost service to serve eligible students. The current contract a) enables OUSD to purchase up to 13,051 5G hotspots, and b) enables OUSD to request up to 22,912 lines of service. Lines of service are free up to an annual data cap of 100GB of high-speed data per year per line, which may be updated to unlimited data at a cost of \$11.67 per month per line. While many students participating will not reach their annual data cap, those participating media-intensive pathway programs involving animation and design or who otherwise require larger amounts of data may require an unlimited plan. As such, we are asking the Board to approve a not-to-exceed amount so that Oakland Unified can upgrade students to paid plans where needed without disruption to their home connectivity, with costs for equipment and service to be paid using the federal E-Rate Emergency Connectivity Fund (ECF) Round 3 funds awarded to OUSD.

### Attachment(s)

- Resolution No. 2223-0230
- T-Mobile Project 10Million Agreement (Program)
- CALNET Statewide Agreement C4-CVD-19-001-01
- CALNET Invitation for Bid (IFB) C4CVD18
- T-Mobile Service Catalog for IFB C4CVDG18

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

Resolution No. 2223-0230

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 California Department of Technology's California Network and Telecommunications (CALNET) 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 California Network and Telecommunications (CALNET) Program is focused on providing services that meet the state's complex and critical telecommunications and network business needs, and accomplishes this through oversight, statewide policy, and a suite of statewide, competitively bid telecommunications contracts that are available for "piggybacking" to state and local governments, including school districts;

WHEREAS, the California Department of Technology through the CALNET program issued Invitation for Bid (IFB) C4CVD18 for Category 19 (CALNET Cellular Voice and Data Services) on December 21, 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 the CALNET statewide contracts pursuant to Government Code section 11541(a);

**WHEREAS**, the California Department of Technology and T-Mobile executed a CALNET statewide contract with an effective date of July 1, 2019, and an initial term of four years (through June 30, 2023).

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Education ("Board") finds that the Statewide Agreement was properly bid, awarded, executed, and approved based on the representation of the California Department of Technology and T-Mobile, and the documents provided to

Resolution No. 2223-0230

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OUSD (IFB, Statewide Agreement, and Service Catalog, 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 Agreement up to a not-to-exceed amount of \$5,247,024.04, consisting of up to \$3,262,750.00 for upgraded 5G hotspot devices, and up to \$1,984,274.04 in service fees for 12 months of unlimited data use, with all costs to be paid through the federal E-Rate Emergency Connectivity Fund (ECF), from July 1, 2023 to June 30, 2028, and approves the T-Mobile Project 10Million Agreement (Program) with T-Mobile.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District this 28th day of June, 2023, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: VanCedric Williams, Valerie Bachelor, Clifford Thompson, Benjamin "Sam"

Davis, Vice President Clifford Thompson, President Mike Hutchinson

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Student Director Gallegos Chavez, Student Director Linh Le

Resolution No. 2223-0230

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### **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 June 28, 2023.

Legislative File	
File ID Number:	23-1506
Introduction Date:	6/28/23
Enactment Number:	23-1264
Enactment Date:	6/28/202
Ву:	3 os

**OAKLAND UNIFIED SCHOOL DISTRICT** 

Mike Hutchinson

President, Board of Education

Kyla Johnson-Trammell

Superintendent and Secretary, Board of Education

### T-Mobile Project 10Million Agreement (Program)

This T-Mobile Project 10Million Agreement (Program) ("Agreement") is effective as of the date the second Party signs this Agreement below ("Agreement Effective Date"), and is made by and between T-Mobile USA, Inc., a Delaware corporation ("T-Mobile" or "Contractor"), and Oakland Unified School District, a California School District, with its principal place of business at 1000 Broadway, Oakland, CA 94607 ("Customer").

#### **RECITALS**

- A. Customer and T-Mobile are parties to the following T-Mobile Project 10Million (Progam) Agreements:
  - (i) T-Mobile Project 10Million (Program) Agreement dated June 4, 2021 (CLM 1023349), as amended as follows: Amendment No.1 dated September 23, 2021 (CLM 1132221); Amendment No. 2 dated July 21, 2022 (CLM 1471885); Amendment No. 3 dated August 15, 2022 (CLM 1522983); and Amendment No. 4 dated August 31, 2022 (CLM 1530240) resulting in a total number of 21,862 combined lines of Service (collectively, "P10M Agreement No. 1").
  - (ii) T-Mobile Project 10Million (Program) Agreement dated December 14, 2022 (CLM 1665770) for 50 lines of Service (the "**P10M Agreement No. 2**").
  - (iii) T-Mobile Project 10Million (Program) Agreement dated February 20, 2023 (CLM 1816901) for 1000 lines of Service (the "**P10M Agreement No. 3**").
- B. The total number of lines in the P10M Agreement No. 1 includes 8,954 EmpowerEd Service lines transferred from Oakland Public Education Fund on October 14, 2021 (CLM 1168510); and 118 EmpowerEd Service lines from Oakland Public Education Fund on May 24, 2022 (CLM 1393044) (collectively, the "EmpowerEd Service Lines").
- **C.** Customer and T-Mobile desire to combine and supersede the P10M Agreement No. 1, P10M Agreement No. 2, P10M Agreement No. 3, and EmpowerEd Service Lines with this Agreement.

### **AGREEMENT**

- Underlying Agreement. Customer agrees to accept/purchase wireless mobile Services and/or 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 acceptance/purchase and use of the Services will be governed by this Agreement and the California Network and Telecommunications Program Contract c4-CVD-19-001-01 ("Master Agreement").
  - (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.
- 2. Term; Termination. Unless terminated under the terms of this Section 2, the term of this Agreement will continue for as long as there is a line of Service that is active under this Agreement ("Term"). Subject to the termination rights below, each line of Service activated under this Agreement (regardless of rate plan selected) will have a service term of up to sixty (60) months from date of activation of such line of Service ("Base Service Period"). During a line's Base Service Period, such line may be migrated from its then-current rate plan listed in Section 4 below to any other rate plan listed in Section 4 below (a "Plan Migration"). Plan Migrations will be implemented by T-Mobile by no later than the first day of the second billing month after the billing month during which the Plan Migration was ordered by Customer.

This Agreement and/or any active line of Service hereunder may be terminated: (i) for cause pursuant to the terms of this Agreement and/or the Master Agreement (and if this Agreement is terminated for cause by T-Mobile, then T-Mobile also may, at its option, terminate all or a portion of the then-existing lines of Service); or (ii) upon mutual written agreement by the parties (and in the event this Agreement is terminated upon mutual written agreement of the parties, T-Mobile also may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties); or (iii) by Customer for convenience upon 30 days' prior written notice to T-Mobile; or (iv) after August 31, 2025, by T-Mobile upon 30 days' prior written notice to Customer (and in the event this Agreement is terminated pursuant to this subclause, T-Mobile may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties).

In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term of this Agreement, T-Mobile may enter into a follow-on master agreement for the period after termination or expiration of the Master Agreement (a "New Master Agreement"), in which case the New Master Agreement will be substituted for the existing Master Agreement for the remainder of the Term, and the terms and conditions of the New Master Agreement shall supersede and replace the terms of the existing Master Agreement. In the event that the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term, and T-Mobile does not enter into a New Master Agreement, then Customer and T-Mobile will: (i) mutually agree to amend this Agreement in order to transition it under another available master agreement to be substituted for the Master Agreement; or (ii) enter into a mutually agreeable alternative agreement to be substituted for the Master Agreement.

Notwithstanding anything to the contrary in this Agreement, following the expiration of a line's Base Service Period, T-Mobile will continue to provide the Services to Customer for such line under the pricing, discounts and other terms and conditions set forth in this Agreement, or, with 30 days' advance notice to Customer, at standard list pricing, until either party provides 30 days' advance written notice to terminate the Service for such line.

- **3. Eligibility and Related Rules.** The following end-user eligibility and related requirements apply with respect to the Services and Devices provided under this Agreement:
  - a. An eligible end-user recipient of the Devices and Services ("Eligible Student") must be a K-12 student: (i) enrolled in a school within Customer's school district (if Customer is a school district) or enrolled in the school (if Customer is a school); and (ii) eligible to participate in the National School Lunch Program at the time of such student's receipt of the Device and activation of Service, as evidenced by a National School Lunch Program Letter or other official authorization documentation (and T-Mobile may from time to time make commercially reasonable requests to Customer to have Customer confirm/verify to T-Mobile that each Eligible Student identified by Customer does or did in fact meet the eligibility requirements of an Eligible Student);
  - b. Customer may allocate a maximum of one free hotspot Device (with associated line of Service) to a maximum of one Eligible Student per household (subject to the right to provide Supplemental Devices, as noted in Section 4 below); and
  - c. (i) Each line of Service under this Agreement comes with a Device and can only be linked to such Device, unless otherwise requested by Customer in writing and agreed to in writing by T-Mobile in accordance with 3(c)(ii) below. Any Customer-provided devices must be compatible with T-Mobile's Service.
    (ii) Pursuant to this Section 3 and in connection with the Line Limit in Section 5 below, Customer has specifically requested and T-Mobile approves that Customer will utilize 22,912 Customer-provided devices in lieu of receiving a free hotspot Device from T-Mobile. Customer certifies that such Customer-provided devices are compatible with T-Mobile's Service. T-Mobile agrees, as needed and requested, to provide up to one SIM/eSIM card for each such Customer-provided device.

### 4. Offer/Pricing.

Program Rate Plan	Service Commitment	Monthly Recurring Charge/Line	Features <sup>1</sup>	Device Cost (Hotspot) <sup>3</sup>	Device Cost (Tablet or other Wi-Fi enabled device) <sup>4</sup>
Project 10Million Core Plan	Month-to Month	\$0	Up to 100GB of high- speed data per year per line	\$0	[at T-Mobile Cost]
Project 10Million \$12 100GB per Month Plan <sup>2</sup>	Month-to-Month	\$12	Up to 100GB of high- speed data per month per line	\$0	[at T-Mobile Cost]
Project 10Million Month-to-Month Unlimited Plan <sup>2</sup>	Month-to-Month	\$15 (\$11.67/month per line GNVUNLM (discounted rate) 5)	Unlimited on device 4G LTE data	\$0	[at T-Mobile Cost]

During congestion, customers may notice speeds lower than other customers due to data prioritization. Video typically streams at DVD quality (480p). Limited time 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. Roaming not available. Annual data service ends at earlier of 100GB or 365 days. Monthly data service ends at 100GB on \$12 plan. Roaming not available. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave 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 >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions www.T-Mobile.com for additional information.

5. Total Line Eligibility and Line Limits. Customer is eligible for a combined total of 22,912 lines of Service using the plans in Section 4 above (with an accompanying free hotspot Device for each line of Service) pursuant to this Agreement (the "Line Limit"), based on a maximum of one free hotspot Device (with associated line of Service) to a maximum of one Eligible Student per household. Line Limits are based on the number of students eligible for the National School Lunch Program ("Qualifying Headcount"). Customer certifies and attests to T-Mobile that any information provided by Customer to T-Mobile regarding Qualifying Headcount is true and accurate. Notwithstanding anything in this Agreement to the contrary, T-Mobile reserves the right to establish Project 10Million Program participation limits at the Customer or overall Program level in its sole discretion.

<sup>&</sup>lt;sup>2</sup> Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.40 per data only line (\$0.12 for RPF & \$1.28 for TRF) apply to the \$12 and \$15 rate plans above. RPF and TRF subject to change upon notice.

<sup>&</sup>lt;sup>3</sup> This free hotspot offer is subject in all cases to inventory availability. Specific hotspot device type(s) provided to Customer is at T-Mobile's discretion.

<sup>&</sup>lt;sup>4</sup> For each free Hotspot provided in connection with Project 10Million, Customer is entitled to purchase up to a maximum of five tablets or other Wi-Fi enabled devices ("Supplemental Devices") at a price equal to T-Mobile's cost for the Supplemental Devices. Supplemental Devices must only be allocated to the household that was allocated the initial, free hotspot Device. This Supplemental Device offer is subject to inventory availability and specific type of Supplemental Devices offered are at T-Mobile's discretion. Please contact your Account Representative for more details. Customer may purchase up to 13,051 5G Hotspots at \$198 per device. The specific 5G device is Franklin JEXtream RG2100 5G. The purchase of 5G Hotspots is subject to inventory availability.

<sup>&</sup>lt;sup>5</sup>With respect <u>only</u> to the lines of Service covered by this Agreement, Customer will be entitled to a discounted rate of \$11.67/month per line for the Project 10Million Month-to-Month Unlimited Plan. Any lines of Service outside the scope of this Agreement (i.e., beyond the Line Limit specified in Section 5 of this Agreement, will not be eligible for the discount.

<sup>\*</sup> Prices do not include applicable taxes and surcharges, and do not include any applicable CALNET administrative fee of 1%, which will be paid by Customer (provided that prices for Project 10Million Core Plan and associated free hotspot devices do include applicable taxes and surcharges).

- **Device Warranties**. T-Mobile is not the manufacturer of Devices and does not provide direct product warranties. As a general matter, however, to the extent that Customer receives/purchases any Devices from T-Mobile, T-Mobile passes through any warranty provided by the Device manufacturer, which warranty is typically one (1) year from the date of receipt/purchase.
- Seed Stock/Replacement Devices. In addition to the Line Limit, Customer also may request, subject to T-Mobile's approval, a limited surplus of Devices in connection with an order placed by Customer under this Agreement ("Seed Stock"). The Seed Stock amount, if approved, will not exceed a maximum of 1% of the total number of free hotspot Devices ordered pursuant to this Agreement. Seed Stock will be provided to Customer on an as-needed basis and is to be used solely for the replacement of any Devices that are lost, stolen, damaged, or defective.

### 8. Additional Requirements.

- a. **Ordering; Activation**. All lines of Service (and accompanying free hotspot Devices) within Customer's Line Limit (i.e., the entire Line Limit) must be ordered by Customer in no event later than 30 days after the Agreement Effective Date), and in accordance with the terms of the Master Agreement. Customer's failure to order its total Line Limit within this 30-day period may, in T-Mobile's sole discretion, result in termination of the unordered portion of the Line Limit.
- b. Customer Certifications; Student ID Numbers. Customer, and not T-Mobile, is solely responsible for identifying and verifying Eligible Students. Customer certifies and attests to T-Mobile that: (i) Customer will allocate Devices and Services only to Eligible Students that have been verified with reasonable certainty by Customer as being eligible under the Project 10Million program (i.e., each end-user recipient of a Device/Service meets the eligibility requirements in Section 3 above); and (ii) Customer has not, and will not, allocate more than one line of Service and one associated free hotspot Device per Eligible Student household (subject to right to purchase and distribute Supplemental Devices). For each line of Service/free hotspot Device, Customer will provide T-Mobile a Student ID # ("Student ID Number") associated with such line of Service/Device.
- c. **No Duplication of Devices/Services.** A student may not participate in Project 10Million through both the T-Mobile retail/consumer/Individual-Liable channel and pursuant to this Agreement. Customer will cooperate in a commercially reasonable manner and in good faith with T-Mobile, to help ensure that: (i) Customer will not identify or permit as an Eligible Student any student that is already participating in Project 10Million through T-Mobile's retail/consumer/Individual Liable channel; and (ii) Customer provides T-Mobile with timely Student ID Number information to assist T-Mobile in enforcing the prohibition that no Eligible Student participating in Project 10Million through this Agreement is permitted to participate in Project 10Million via T-Mobile's retail/consumer/Individual Liable channel.
- d. **E-Rate and Related Compliance**. Customer, and not T-Mobile, is responsible for ensuring Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.
- e. Device and Account Ownership; Customer Device Management Policy. Customer acknowledges and agrees that Customer, and not any Eligible Student, is the sole owner of the Devices. Customer is and will remain the accountholder for any account(s) associated with the Devices. As such, Customer acknowledges and agrees that neither Eligible Students nor any other third parties are entitled to any information about the account including, but not limited to usage information. In addition, as between Customer and T-Mobile, Customer is solely responsible for maintaining and implementing its own device management policy governing use of the Services and Devices by its Eligible Students (in all cases subject to the terms and conditions of this Agreement) (a "DMP"). Customer's DMP may address, among other things, an Eligible Student's obligation, if any, to return a Device to Customer if certain conditions established by Customer are triggered (e.g., an Eligible Student no longer is a student in Customer's school district or school, and therefore must return his or her Device to Customer for reallocation to another Eligible Student to use for the remainder of the Base Service Period associated with the returned Device; or an Eligible Student must

return his or her Device in the event Customer terminates this Agreement and the Eligible Student's line of Service also has been terminated as a result). Customer's DMP will, in any event, contain an acknowledgement and agreement from Eligible Students that (i) Eligible Students do not and will not have any contractual or account relationship with T-Mobile pursuant to this Agreement, and (ii) Eligible Students are not third-party beneficiaries of this Agreement and will not have any legal or equitable right, remedy or claim under or with respect to this Agreement.

- f. Migration to Other Rate Plans/Terms Concurrent. In the event one or more lines of Service under this Agreement are migrated to an alternative rate plan ("ARP") outside of this Agreement/Project 10 Million prior to the end of such line(s)' Base Service Period ("ARP Migrated Line(s)"), and subsequently such ARP Migrated Lines are migrated back to a plan(s) under this Agreement, then such line(s) of Service are eligible only for the remaining 60-months left on their original Base Service Period, which shall have continued to run concurrently with the period of time spent on the ARP. For illustration purposes only, if a Project 10Million line of Service migrates to an ARP after 2-years, is on the ARP for 2-years and then migrates back to a Project 10M rate plan, then there will be a remainder of 1-year on the Base Service Period.
- g. **Compliance with Applicable Law**. Customer certifies and attests to T-Mobile that Customer is and will be authorized to accept and/or purchase the Services and Devices in accordance with applicable federal, state, and local laws, rules, and regulations (including, without limitation, all applicable ethics and procurement laws, rules, and regulations).
- h. **Third-Party Content**. T-Mobile is not responsible for any third-party content.
- i. Privacy. If Customer allows end users under the age of 13 to use the Services, Customer and T-Mobile agree to the terms and representations contained in the "COPPA Notice Addendum" attached as <u>Exhibit A</u> to this Agreement. Customer, and not T-Mobile, will be fully responsible for any claims relating to Customer'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.
- j. **Resale**. Customer acknowledges and agrees that this is an agreement for use only by Customer and Eligible Students as set forth in this Agreement. Neither Customer nor Eligible Students may resell or lease Services and/or Devices.
- k. **No Third-Party Beneficiaries**. Nothing expressed or referenced to in this Agreement will be construed to give any person or entity (including, without limitation, Eligible Students) other than Customer and T-Mobile (or their permitted successors and assigns) any legal or equitable right, remedy or claim under or with respect to this Agreement.
- 9. Prepayment. Customer may, at its option, prepay in whole or in part Customer's total fee commitment for Services and Devices ordered under this Agreement. With respect to any such prepayment (or any other related payment), Customer is solely responsible for ensuring Customer's compliance with all applicable Federal, State and Local funding source and procurement laws, rules and regulations (including, without limitation, laws, rules and regulations under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Customer represents and warrants compliance with the same.
- 10. Emergency Connectivity Fund; SPI Invoicing. If Customer is participating in the Emergency Connectivity Fund (ECF) program in connection with this Agreement, Customer is solely responsible for ensuring Customer's compliance with all applicable ECF program-related laws, rules, regulations and terms and conditions of participation. Additionally, if Customer 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), Customer has read and agrees to the terms and conditions of the Emergency Connectivity Fund Service Provider Invoice (SPI) Affirmation attached as Exhibit B.
- 11. Primary Contacts: The primary contact individuals for this Agreement are as follows (or their named successors):

### T-Mobile/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:	(425) 383-4000	
Email:	David.Bezzant@T-Mobile.com	

### 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:

Customer Name/Contact: Oakland Unified School District / Susan Beltz	
Address:	1000 Broadway, Oakland, CA 94607
Telephone:	(510) 879-8873
Email:	susan.beltz@ousd.org

12. All terms and conditions of the P10M Agreement No.1, P10M Agreement No. 2, P10Million Agreement No. 3, and the EmpowerEd Service Lines are terminated, superseded and replaced by this Agreement.

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

Customer: Oakland Unified School District	Contractor: T-Mobile USA, Inc.
Signature:	Signature: Daw Buyyant
Printed Name:	Printed Name: Pave Bezzant
Title:	Title: Vice President
Date:	Date: 6/2/2023
apople 6/29/2023	Reviewed and Approved by:
Mike Hutchinson, President, BOE	DocuSigned by:
9/19-han 6/29/2023	Dave Viscovich 6/2/2023
Kyla Johnson-Trammell, Superintendent & Secretary, BOE	T-Mobile USA, Inc. Legal Representative

Approve /	As To	Form:
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06/01/23

Chief Governance Officer

### **EXHIBIT A**

### **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, consents 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 Project 10Million 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.

In addition to collecting student identification numbers for onboarding and verification purposes, 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 the 100 GB per year of free broadband internet access. 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 Project 10Million 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 Project 10Million Privacy Notice in "Our Privacy Policies" at <a href="https://www.t-mobile.com/privacy-center/our-practices">https://www.t-mobile.com/privacy-center/our-practices</a>.

## EXHIBIT B 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

STATE OF CALIFORNIA
DEPARTMENT OF TECHNOLOGY
STATEWIDE TECHNOLOGY PROCUREMENT
STANDARD AGREEMENT
TECH 213 (NEW 12/2018)

PURCHASING AUTHORITY NUMBER
(if applicable)
12120

REGISTRATION NUMBER
AGREEMENT NUMBER
C4-CVD-19-001-01

		12120	C4-CVD-19	9-001-01
1.	1. This Agreement is entered into between the Contracting Agency and the Contractor named below:			
	CONTRACTING AGENCY NAME			
	California Department of Technology  CONTRACTOR NAME			
	T-Mobile USA, Inc.			
2.		ne date of contract is execution w hnology, Statewide Technology l		
3.	The maximum amount \$ 0.00 (zero dollars and of this Agreement is:	nd zero cents)		
4.	The parties agree to comply with the terms and comade a part of the Agreement:	onditions of the following exhibits	which are by this refe	rence
EXH	Т	TTLE		PAGES
Α	(*) Contractor's eVAQ # 19-001-01			42
В	(*) IFB C4CVD18 through Addendum 6, in its entirety			435
С	C Attachment 1 - List of Contractor's Response Documents attached to this Agreement for the Awarded Subcategory 19.1 And Subcategory 19.2			415
	shown with an asterisk (*) are hereby incorporated by reference		attached hereto.	
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.  CONTRACTOR			Department of Technology, Statewide Technology Procurement	
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)			Use Only	
T-Mo	T-Mobile LISA Inc			
CONTRACTOR AUTHORIZED SIGNATURE DATE SIGNED MARION Paulo			0	
James Kirby May 29, 2019  PRINTED NAME AND TITLE OF PERSON SIGNING  May 29, 2019  Deputy Director			r	
James Kirby, VP of Enterprise and Public Sector Sales			Jun 6, 2	2019
	ADDRESS 12920 SE 38th Street, Bellevue, WA 98006			
	STATE OF CALIFORNIA			
CONT	RACTING AGENCY NAME			
California Department of Technology			_	
CONTRACTING AGENCY AUTHORIZED SIGNATURE  May 29, 2019  Title Agency Augusto  Title Agenc				
PRINTED NAME AND TITLE OF PERSON SIGNING				
Tiffany Angulo, Assistant Deputy Director, Statewide Technology Procurement  CONTRACTING AGENCY ADDRESS				
	Box 1810, MS Y-12, Rancho Cordova, CA 95741-	Exempt per_		
1			+	



T-Mobile USA, Inc.

Carole White-Connor

Senior Corporate Counsel

Signature: Carolo White-Connor (May 29, 2019)

**Email:** Carole.WhiteConnor1@T-Mobile.com

Signature: Marlon Paulo (Jun 6, 2019)

Email: Marlon.Paulo@State.ca.gov

### C4CVD 19-0010-01 T-Mobile USA STD 213

Final Audit Report 2019-06-06

Created: 2019-05-22

By: David Sanchez (David.Sanchez@state.ca.gov)

Status: Signed

Transaction ID: CBJCHBCAABAABfNnRhTqtePtiuspSrRlb\_oe\_qJCCJGx

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- Signed document emailed to Carole White-Connor (Carole.WhiteConnor1@T-Mobile.com), odette.polintan1@t-mobile.com, David Sanchez (David.Sanchez@state.ca.gov), Tiffany Angulo (tiffany.angulo@state.ca.gov), and 3 more

2019-06-06 - 11:05:32 PM GMT

STATE OF CALIFORNIA DEPARTMENT OF TECHNOLOGY STATEWIDE TECHNOLOGY PROCUREMENT

### STANDARD AGREEMENT AMENDMENT

TECH 213A (rev. 06/2020)

Scott MacDonald

PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTING AGENCY ADDRESS

Scott MacDonald, Deputy State Chief Technology Officer

P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810

AGREEMENT NUMBER C4-CVD-19-001-01 AMENDMENT NUMBER

REGISTRATION NUMBER

5

EXEMPT PER:

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:				
CONTRACTING AGENCY NAME				
California Department of Technology				
CONTRACTOR NAME				
T-Mobile USA, Inc.  2. The term of this June 6, 2019, or upon ap	proval by CDT	CTD whichover is leter		
Agreement is: through June 30, 2025, w				
3. The maximum amount of this \$0.0		year epiteri te exteria.		
	Dollars and Zero C	ents)		
4. The parties agree to comply with the terms of actions noted below are by reference and r				
Effective upon CDT STP approval of this Ame	endment the re	visions are as follows:		
A. In accordance with the provisions of IFB C4CVD18 Part 1 – General Instructions, Section 1.2, Contract Term, the State exercises its option of one (1), two-year extension for Subcategory 19.1 Cellular Business Services and Subcategory 19.2 First Responders Cellular Services. All other terms and conditions remain the same.				
IN WITNESS WHEREOF, this Agreement has been ex	xecuted by the	parties hereto.		
CONTRACTOR			tment of Technology (CDT), Technology Procurement (STP) Use Only	
CONTRACTOR NAME (If other than an individual, state whether	er a corporation, po			
T-Mobile USA, Inc.				
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		genartment of	
David Bezzant David Bezzant May 15, 2023 1721 MOTI  PRINTED NAME AND TITLE OF PERSON SIGNING	05/15/2023	Till	Oct Geografie	
		Hol	APPROVED 30%	
T-Mobile USA, Inc.  CONTRACTOR AUTHORIZED SIGNATURE  DATE SIGNED  05/15/2023  PRINTED NAME AND TITLE OF PERSON SIGNING  David Bezzant, Vice President, T-Mobile for Government  ADDRESS  APPROVED  05/21/2023			05/21/2023	
12920 SE 38th Street Bellevue, WA 98006		,	Samit Wangnoo	
STATE OF CALIFORNIA			Technology Produtered	
CONTRACTING AGENCY NAME		TO.	Ser.	
California Department of Technology		NO.	> > COCUIT	
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		echnology Y	

05/18/2023

### **INVITATION FOR BID**

# FOR CATEGORY 19 CALNET CELLULAR VOICE AND DATA SERVICES

## SUBCATEGORY 19.1 CELLULAR BUSINESS SERVICES

## STATEMENT OF WORK TECHNICAL REQUIREMENTS

December 21, 2018 Addendum 4

Issued by:

### STATE OF CALIFORNIA

California Department of Technology
Statewide Technology Procurement
PO Box 1810
Rancho Cordova, CA 95741

Disclaimer: The original PDF version and any subsequent addendums of the IFB released by the Procurement Official of this Bid remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions which constitute the Contract, the official State version of the IFB in its entirety shall take precedence.

### **Amendment Log**

Amendment #	Date	Amendment Description
Amendment 1	05/01/2020	Updated Product Identifier for
		tables 19.1.2.2.1.a, 19.1.2.2.2.a,
		19.1.2.2.3.a.
		Updated Catalog for accepted
		unsolicited items in tables
		19.1.2.2.2b, 19.1.2.2.3.b and
		19.1.2.2.4.b.
		Updated Description of Service in
		table 19.1.4.
		Reduced Non-Recurring Charge in
		table 19.1.5.2.a

# SOW TECHNICAL REQUIREMENTS SUBCATEGORY 19.1 CELLULAR BUSINESS SERVICES

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# SOW TECHNICAL REQUIREMENTS SUBCATEGORY 19.1 CELLULAR BUSINESS SERVICES

### 19.1.1 **OVERVIEW (M)**

The California Department of Technology (CDT), Statewide Telecommunications Procurement (STP) is requesting proposals from responsive cellular vendors to provide cellular voice and data communication service plans, Equipment, and accessories.

This IFB C4CVD18 Subcategory 19 provides the State's solicitation for best value solutions for cellular voice and data services. This IFB C4CVD18 Subcategory 19.1 also describes the SOW Technical Requirements and SOW Business Requirements necessary to support the Cellular Business Services Requirements.

This IFB C4CVD18 will be awarded to the Bidders that meet the award criteria as described in IFB Part 1, Section 4, *Bid Evaluation*. The Cellular Business Services Contract(s) that result from the award of this IFB C4CVD18 will be managed by the CALNET Contract Management and Oversight (CALNET CMO).

### 19.1.1.1 BIDDER RESPONSE REQUIREMENTS (M)

Throughout this IFB C4CVD18, the Bidders are required to acknowledge acceptance of the Requirements described herein by responding to one (1) of the following:

1. Example A (for Requirements that require confirmation that the Bidder understands and accepts the Requirement):

"Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_"

Or,

2. Example B (for Requirements contained in Technical Feature and/or Service Tables):

Table 19.x.x.a	Table 19.x.x.a – Feature and/or Service Name								
Feature Name	Feature Description	Product Identifier	Bidder's Description	Mee	dder ets or eeds? N				

### 19.1.1.2 DESIGNATION OF REQUIREMENTS (M)

All SOW Technical Requirements that are specified by the State in this IFB are Mandatory and must be responded to as identified in IFB C4CVD18 Part 1, Section 3.3.2.2, SOW Mandatory Technical Requirements, by the Bidder. Additionally, some Mandatory "(M)" Requirements are "Mandatory Scorable", and are designated as "(M-S)".

The Bidders have the option to offer unsolicited items in specific product tables allowing the Bidder to offer additional items that are not specified in the State's Mandatory tables. Refer to IFB Part 1 C4CVD18, Section 3.3.2.3, *Unsolicited Offerings*, for additional instruction. The State will have the option of whether or not to include each unsolicited item in the Contract, based on the best interest of the State.

Costs associated with services shall be included in the prices provided by the Bidder for the individual items included in the Subcategory 19.1 Cost Worksheets. Items not specifically listed in the Subcategory 19.1 Cost Worksheets will not be billable by the Contractor. If unsolicited items include non-billable features described in the Mandatory Requirements of the IFB, the cost associated with the features shall not be included in the unsolicited item price.

Services and features included in the Subcategory 19.1 Cost Worksheets are those that the Bidder must provide. All Bidders must provide individual prices as indicated in the Subcategory 19.1 Cost Worksheets in the Bidder's Final Proposal. Items submitted with no price will be considered as offered at no cost.

### 19.1.1.3 PACIFIC TIME ZONE (M)

Unless specified otherwise, all times stated herein are times in the Pacific Time Zone.

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_\_

### 19.1.1.4 U.S. Based Services Waiver (M)

The provisions detailed in the SOW Business Requirements, Section C.2.1.2, *United States Based Services*, will not apply to the following Sections.

- 1. 19.1.2.2.7 International Unsolicited Cellular Services;
- 2. 0 International Roaming; and,

Bidder understands the Requirement and shall meet or exceed it? Yes X No

### 19.1.2 SERVICE AND PLAN SPECIFICATIONS

### 19.1.2.1 VOICE AND DATA SERVICES (M)

The Contractor shall provide cellular voice and data services that include:

- 1. Network infrastructure that supports LTE or better primary network access;
- 2. The ability to access the Internet and Internet-based services;
- 3. A new Subscriber Identification Module (SIM) compatible with the Contractor's network at no additional cost;
- 4. Allowing compatible SIM unlocked phones on the Contractor's network; and,
- 5. Utilization notification. For all plans the Contractor shall notify the Customer when an End-User utilizes 90% or more of the Usage Threshold.

### 19.1.2.1.1 Usage Threshold Definition (M)

The MB/GB identified in the feature name of each service plan.

Exa	Example Table for Usage Threshold							
	Feature Name	Feature Description	Product Identifier	Bidder's Description	Bide Meet Excee Y	s or		
1	Voice, Text and Data <b>2 GB</b> ( <i>Usage</i> <i>Threshold</i> ) Service Plan	2 GB high speed Nationwide only voice, text and data usage for Smartphone devices						

Bidder understands the Requirement and shall meet or exceed it? Yes X No

### 19.1.2.2 STANDARDIZED SERVICE PLANS (M)

The Contractor shall provide all of the Standardized Service Plans described below.

1. Voice and Text Service Plan - includes voice calling and text messaging for Basic Phones as described in Section 19.1.2.2.1.

- 2. Voice, Text, and Data Service Plans includes voice calling, text messaging, and data services for Smartphone devices as described in Section 19.1.2.2.2.
- 3. Data Only Service Plans –Includes data services for data only devices such as tablets and mobile hotspots as described in Section 19.1.2.2.3.
- Machine-to-Machine (M2M) Plans Includes data only services for machine-tomachine (M2M) devices and/or Internet of Things (IoT) devices as described in Section 19.1.2.2.4.

The Bidder's prices associated with these plans shall be detailed in the Cost Worksheets submitted with the Final Bid. The Cost Worksheets are provided as separate MS Excel files that list each Requirement that is to be priced by the Bidder as well as areas for the Bidder to offer unsolicited services and features.

The prices provided by the Bidder with their final Bid will be used to develop a Service Plan Catalog listing all of the Contractor's services approved by the State that will be part of the Contract. Services not approved by the State will not be included in the Service Plan Catalog.

Bidder understands the Requirement and shall meet or exceed it? Yes X No

### 19.1.2.2.1 Voice and Text Service Plan for Basic Phones (M)

The Contractor shall provide the Voice and Text Service Plan for Basic Phones that includes the features described in Table 19.1.2.2.1.a including the following features:

- 1. Voice usage with no limits on the monthly minutes used;
- 2. SMS messages with no limits on the monthly number of texts used;
- 3. No overage charges shall apply;
- 4. Voicemail;
- 5. Voice over Long Term Evolution (VoLTE) with compatible Equipment;
- 6. Nationwide roaming for voice services;
- 7. Per line caller ID blocking;
- 8. Nationwide long distance;
- 9. Call forwarding; and,
- 10. Call waiting.

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_\_

The Bidder shall offer the Voice and Text Service Plan for Basic Phones detailed in Table 19.1.2.2.1.a.

Та	Table 19.1.2.2.1.a – Voice and Text Service Plan for Basic Phones							
	Feature Name	Feature Description	Product Identifier	Bidder's Description	Mee	lder ets or eeds? N		
	Voice and Text Service Plan for Basic Phones	Voice and Text Service Plan for Basic Phones	GCNTT	<ul> <li>SC Talk &amp; Text Single Line</li> <li>Unlimited voice</li> <li>Unlimited text</li> <li>Simple Global</li> <li>Mobile without Borders</li> <li>Stateside International Unlimited text</li> </ul>	Y			

The Bidder may offer additional unsolicited Voice and Text Service Plan features in Table 19.1.2.2.1.b.

Tab	Table 19.1.2.2.1.b – Unsolicited Voice and Text Service Plan for Basic Phones Features						
	Product Feature Name Identifier Bidder's Description						
1							
2							

### 19.1.2.2.2 Voice, Text, and Data Service Plans (M)

The Contractor shall provide Voice, Text, and Data Service Plans that include the features described in Table 19.1.2.2.2.a including the following features:

- 1. Voice usage with no limits on the monthly minutes used;
- 2. SMS and MMS messages with no limits on the monthly number of texts used;
- 3. Data services shall not be deprioritized before the specified plan Usage Threshold;
- 4. No overage charges shall apply;
- 5. Visual Voicemail with compatible Equipment;
- 6. Nationwide roaming for voice and data services;
- 7. Tethering with compatible Equipment;
- 8. Wi-Fi calling with compatible Equipment;
- 9. VoLTE with compatible Equipment;
- Per line caller ID blocking;
- 11. Nationwide long distance;
- 12. Call forwarding; and,
- 13. Call waiting.

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_

The Bidder shall offer the Voice, Text and Data Service Plans detailed in Table 19.1.2.2.2.a.

Tab	Table 19.1.2.2.2.a – Voice, Text and Data Service Plans							
	Feature Name	Feature Description	Product Identifier	Bidder's Description	Bidd Meets Excee Y	or		
1	Voice, Text and Data 2 GB Service Plan	2 GB high speed Nationwide only voice, text and data usage for Smartphone devices	GCNTTD	<ul> <li>SC Talk &amp; Text 2GB         Single Line</li> <li>Unlimited voice</li> <li>Unlimited text</li> <li>Unlimited data with         2GB high-speed data</li> <li>Smartphone Mobile         Hotspot. Speeds slow         at GB allotment</li> <li>Simple Global</li> <li>Mobile without Borders</li> </ul>	Y			
2	Voice, Text and Data 5 GB Service Plan	5 GB high speed Nationwide only voice, text and data usage for Smartphone devices	GOVUNL 100+ GOV11G BHS	<ul> <li>Government Unlimited for Phones</li> <li>Unlimited voice</li> <li>Unlimited text</li> <li>Unlimited high-speed smartphone data</li> <li>Unlimited Smartphone Mobile Hotspot with 11GB 4G LTE, Balance at 512KB</li> <li>Unlimited domestic data roaming</li> <li>Gogo in-flight 1 hour (unlimited flights)</li> <li>Simple Global</li> <li>Mobile without Borders</li> <li>Subject to Prioritization &gt;50GB</li> </ul>	Y			
3	Voice, Text and Data 10 GB Service Plan	10 GB high speed Nationwide only voice, text and data usage for Smartphone devices	GOVUNL 100+ GOV11G BHS	<ul> <li>Government Unlimited for Phones</li> <li>Unlimited voice</li> <li>Unlimited text</li> <li>Unlimited high-speed smartphone data</li> <li>Unlimited Smartphone Mobile Hotspot with 11GB 4G LTE, Balance at 512KB</li> <li>Unlimited domestic data roaming</li> </ul>	Y			

Table 19.1.2.2.2.a – Voice, Text and Data Service Plans							
	Feature Name	Feature Description	Product Identifier	Bidder's Description	Bidder Meets or Exceeds? Y N		
				<ul> <li>Gogo in-flight 1 hour (unlimited flights)</li> <li>Simple Global</li> <li>Mobile without Borders</li> <li>Subject to Prioritization &gt;50GB</li> </ul>			
4	Voice, Text and Data 20 GB Service Plan	20 GB high speed Nationwide only voice, text and data usage for Smartphone devices	GOVUNL 100+ GOV11G BHS	<ul> <li>Government Unlimited for Phones</li> <li>Unlimited voice</li> <li>Unlimited text</li> <li>Unlimited high-speed smartphone data</li> <li>Unlimited Smartphone Mobile Hotspot with 11GB 4G LTE, Balance at 512KB</li> <li>Unlimited domestic data roaming</li> <li>Gogo in-flight 1 hour (unlimited flights)</li> <li>Simple Global</li> <li>Mobile without Borders</li> <li>Subject to Prioritization &gt;50GB</li> </ul>	Y		
5	Voice, Text and Data 50 GB Service Plan	50 GB high speed Nationwide only voice, text and data usage for Smartphone devices	GOVUNL 100+ GOV11G BHS	<ul> <li>Government Unlimited for Phones</li> <li>Unlimited voice</li> <li>Unlimited text</li> <li>Unlimited high-speed smartphone data</li> <li>Unlimited Smartphone Mobile Hotspot with 11GB 4G LTE, Balance at 512KB</li> <li>Unlimited domestic data roaming</li> <li>Gogo in-flight 1 hour (unlimited flights)</li> <li>Simple Global</li> <li>Mobile without Borders</li> <li>Subject to Prioritization &gt;50GB</li> </ul>	Y		

The Bidder may offer additional unsolicited Voice, Text, and Data Service Plan features in Table 19.1.2.2.2.b.

Table	19.1.2.2.2.b - Unsolicited Voice	e, Text and Da	ata Service Plan Features
	Feature Name	Product Identifier	Bidder's Description
1	Government Unlimited for Phones w//21GB Hotspot	GOVUNL1 00 + GOV21GB HS	<ul> <li>Government Unlimited for Phones plan add-on Feature</li> <li>Unlimited 4G LTE device data</li> <li>Unlimited Smartphone Mobile Hotspot with 21GB 4G LTE speeds.</li> <li>Unlimited HD video streaming</li> <li>Mobile Without Borders – 5GB 4G LTE device data in Mexico &amp; Canada</li> <li>2x faster data speeds in 210+ Simple Global countries (Up to 256KB)</li> <li>Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions)</li> <li>Name ID</li> <li>Voicemail to text</li> </ul>
2	Government Unlimited for Phones w//31GB Hotspot	GOVUNL1 00 + GOVP31H S	<ul> <li>Government Unlimited for Phones plan add-on Feature</li> <li>Unlimited 4G LTE device data</li> <li>Unlimited Smartphone Mobile Hotspot with 31GB 4G LTE speeds.</li> <li>Unlimited HD video streaming</li> <li>Mobile Without Borders – 5GB 4G LTE device data in Mexico &amp; Canada</li> <li>2x faster data speeds in 210+ Simple Global countries (Up to 256KB)</li> <li>Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions)</li> <li>Name ID</li> <li>Voicemail to text</li> </ul>
3	Government Unlimited for Phones <b>Subsidy L1</b>	GOVUSUB 1 + GOV11GB HS	Unlimited Talk, Text, and Unlimited 4G LTE High Speed Data, Device Subsidy, 11GB 4G LTE Mobile Hotspot, Unlimited 3G Mobile Hotspot, Simple Global, Mobile Without Boarders and Stateside International Unlimited Texting, Optimized Video Streaming 480p, GoGo inflight 1 hour per flight, unlimited flights and Unlimited Domestic Roaming.  T-Mobile requires a device return clause if a line is cancelled before 20 months. T-Mobile One Plus Subsidy Phones are eligible for upgrades every 20 months. Only one subsidy per line per 20 months.

Table	Table 19.1.2.2.2.b – Unsolicited Voice, Text and Data Service Plan Features					
	Feature Name	Product Identifier	Bidder's Description			
4	Government Unlimited for Phones <b>Subsidy L2</b>	GOVUSUB 2 + GOV11GB HS	Unlimited Talk, Text, and Unlimited 4G LTE High Speed Data, Device Subsidy, 11GB 4G LTE Mobile Hotspot, Unlimited 3G Mobile Hotspot, Simple Global, Mobile Without Boarders and Stateside International Unlimited Texting, Optimized Video Streaming 480p, GoGo inflight 1 hour per flight, unlimited flights and Unlimited Domestic Roaming.			
			T-Mobile requires a device return clause if a line is cancelled before 20 months. T-Mobile One Plus Subsidy Phones are eligible for upgrades every 20 months) Only one subsidy per line per 20 months.			
5	Government Unlimited for Phones <b>Subsidy L3</b>	GOVUSUB 3 + GOV11GB	Unlimited Talk, Text, and Unlimited 4G LTE High Speed Data, Device Subsidy, 11GB 4G LTE Mobile Hotspot, Unlimited 3G Mobile Hotspot, Simple Global, Mobile Without Boarders and Stateside International Unlimited Texting, Optimized Video Streaming 480p, GoGo inflight 1 hour per flight, unlimited flights and Unlimited Domestic Roaming.			
		HS	T-Mobile requires a device return clause if a line is cancelled before 20 months. T-Mobile One Plus Subsidy Phones are eligible for upgrades every 20 months) Only one subsidy per line per 20 months.			

### 19.1.2.2.3 Data Only Service Plans (M)

The Contractor shall provide Data Only Service Plans for data only devices that include the features described in Table 19.1.2.2.3.a including the following features:

- 1. Nationwide roaming for data services;
- 2. Data services shall not be deprioritized before the specified plan Usage Threshold;
- 3. No overage charges shall apply; and,
- 4. Tethering with compatible Equipment.

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_\_ No\_\_\_\_

The Bidder shall offer the Data Only Service Plans detailed in Table 19.1.2.2.3.a.

Tal	Table 19.1.2.2.3.a – Data Only Service Plans						
	Feature Name	Feature Description	Product Identifier	Bidder's Description	Bidder Meets or Exceeds? Y N		
1	Data Only 2 GB Service Plan	2 GB high speed data usage for data only devices	ZNAMI2G B	Simple Choice 2GB     MI     Unlimited data with     2GB high-speed     Unlimited domestic     messaging     Domestic data     roaming     Simple Global     Mobile Without     Borders	Y		
2	Data Only 5 GB Service Plan	5 GB high speed data usage for data only devices	ZNAMI6G B	<ul> <li>Simple Choice 6GB MI</li> <li>Unlimited data with 6GB high-speed</li> <li>Unlimited domestic messaging</li> <li>Domestic data roaming</li> <li>Simple Global</li> <li>Mobile Without Borders</li> </ul>	Y		
3	Data Only 10 GB Service Plan	10 GB high speed data usage for data only devices	VUNLMB BG	<ul> <li>Government         Unlimited Mobile         Internet</li> <li>Unlimited high-speed         data</li> <li>Unlimited domestic         messaging</li> <li>Domestic data         roaming</li> <li>Simple Global</li> <li>Mobile Without         Borders</li> <li>Subject to         Prioritization &gt;50GB</li> </ul>	Y		
4	Data Only 20 GB Service Plan	20 GB high speed data usage for data only devices	VUNLMB BG	<ul> <li>Government         Unlimited Mobile         Internet</li> <li>Unlimited high-speed         data</li> <li>Unlimited domestic         messaging</li> <li>Domestic data         roaming</li> <li>Simple Global</li> </ul>	Y		

Tal	Table 19.1.2.2.3.a – Data Only Service Plans							
	Feature Name	Feature Description	Product Identifier	Bidder's Description	Bidder Meets or Exceeds? Y N			
				<ul> <li>Mobile Without Borders</li> <li>Subject to Prioritization &gt;50GB</li> </ul>				
5	Data Only 50 GB Service Plan	50 GB high speed data usage for data only devices	VUNLMB BG	<ul> <li>Government         Unlimited Mobile         Internet</li> <li>Unlimited high-speed         data</li> <li>Unlimited domestic         messaging</li> <li>Domestic data         roaming</li> <li>Simple Global</li> <li>Mobile Without         Borders</li> <li>Subject to         Prioritization &gt;50GB</li> </ul>	Y			
6	Data Only 100 GB Service Plan	100 GB high speed data usage for data only devices	GCN100 GMI	<ul> <li>Simple Choice 100GB MI</li> <li>100GB high-speed data</li> <li>Domestic messaging</li> <li>Domestic data roaming</li> <li>Simple Global</li> <li>Mobile Without Borders</li> </ul>	Y			

The Bidder may offer additional unsolicited Data Only Service Plan features in Table 19.1.2.2.3.b.

Tab	Table 19.1.2.2.3.b – Unsolicited Data Only Service Plan Features				
	Feature Name	Product Identifier	Bidder's Description		
1	Government Unlimited for Tablets 11GB Hotspot	GOVUTB11H	<ul> <li>Unlimited messaging and high-speed data for tablets only; not for laptops, mobile hotspots, routers, or other devices for wi-fi support of multiple units</li> <li>11GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after bucket is used)</li> <li>Simple Global</li> <li>Optimized video streaming at 480p</li> <li>Stateside International Unlimited texting</li> <li>Mobile Without Borders Domestic data roaming</li> </ul>		

Table 19.1.2.2.3.b – Unsolicited Data Only Service Plan Features				
	Feature Name	Product Identifier	Bidder's Description	
2	Government Unlimited for Tablets 21GB Hotspot	GOVUTB21H	<ul> <li>Unlimited 4G LTE device data for tablets only; not for laptops, mobile hotspots, routers, or other devices for wi-fi support of multiple units</li> <li>21GB 4G LTE mobile hotspot</li> <li>Unlimited 3G mobile hotspot after 20GB (up to 600kbps)</li> <li>Unlimited HD streaming passes</li> <li>Simple Global</li> <li>Mobile Without Borders</li> <li>Unlimited domestic data roaming</li> </ul>	
3	Public Static IP	TMOSIPPUB	Public Static IP	
4	Private Static IP	TMOSIPPRI	Private Static IP	

19.1.2.2.4 Machine-to-Machine and Internet of Things Service Plans (M2MIoT Service Plans) (M)

The Contractor shall provide Machine-to-Machine and Internet of Things Service Plans that include the features described in Table 19.1.2.2.4.a as well as:

- 1. Nationwide roaming for data services;
- 2. All plans will be "shared" plans as defined by the Customer where data consumption can be shared among multiple End-Users; and,
- Overage notification. The Contractor shall notify the Customer when the Customer incurs an M2MIoT usage overage in excess of 50% of the data subscription rate identified in the service plan for three consecutive months.

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_\_

The Bidder shall offer the Machine-to-Machine and Internet of Things Service Plans detailed in Table 19.1.2.2.4.a.

Table 19.1.2.2.4.a – Machine-to-Machine and Internet of Things Service Plans						
	Feature Name	Feature Description	Product Identifier	Bidder's Description	Bidd Meets Excee Y	s or
1	M2MIoT 1 MB Service Plan	1 MB High Speed Nationwide Only Data Usage specific to M2MIoT devices.	IoT 1MB	1 MB High Speed Nationwide Only Data Usage specific to M2MIoT devices.	Y	
2	Overage Charge for MB M2MIoT 1 MB Service Plan  Per MB charge for usage over 1 MB		IoT1MBO ver	Per MB charge for usage over 1 MB	Y	

Table 19.1.2.2.4.a – Machine-to-Machine and Internet of Things Service Plans						
	Feature Name	Feature Description	Bidder  Product Identifier Bidder's Description  Product V N		or ds?	
3	M2MIoT 10 MB Service Plan			Nationwide Only Data Usage specific to	Y	
4	Overage Charge for M2MIoT 10 MB Service Plan	Charge for M2MIoT 10 MB IoT10MB Over		Per MB charge for usage over 10 MB	Y	
5	M2MIoT 50 MB Service Plan  50 MB High Speed Nationwide Only Data Usage specific to M2MIoT devices.		IoT 50MB	50 MB High Speed Nationwide Only Data Usage specific to M2MIoT devices.	Y	
6	Charge for 50 MB Over		IoT50MB Over	Per MB charge for usage over 50 MB	Y	
7	M2MIoT 250 MB Service Plan  250 MB High Speed Nationwide Only Data Usage specific to M2MIoT devices.		IoT 250MB	250 MB High Speed Nationwide Only Data Usage specific to M2MIoT devices.	Y	
8	Overage Per MB charge for usage over 250 MB MB Service Plan		loT250M BOver	Per MB charge for usage over 250 MB	Υ	
9	M2MIoT 1 GB Service Plan  1 GB High Speed Nationwide Only Data Usage specific to M2MIoT devices.		IoT 1GB	1 GB High Speed Nationwide Only Data Usage specific to M2MloT devices.	Y	
10	Overage Charge for M2MIoT 1 GB Service Plan  Per MB charge for usage over 1 GB Service Plan		IoT1GBO ver	Per MB charge for usage O over 1 GB		
11	M2MIoT 5 GB Service Plan	5 GB High Speed Nationwide Only Data Usage specific to M2MIoT devices.	IoT 5GB	5 GB High Speed Nationwide Only Data Usage specific to M2MIoT devices.	Υ	
12	Overage Charge for M2MIoT 5 GB Service Plan  Per MB charge for usage over 5 GB		IoT5GBO ver	Per MB charge for usage over 5 GB	Υ	

Table 19.1.2.2.4.a – Machine-to-Machine and Internet of Things Service Plans						
	Feature Name	Feature Description	Product Identifier	Bidder's Description	Bidder Meets or Exceeds? on Y N	
13	M2MIoT 10 GB Service Plan	10 GB High Speed Nationwide Only Data Usage specific to M2MIoT devices.	IoT 10GB	10 GB High Speed Nationwide Only Data Usage specific to M2MIoT devices.	Y	
14	Overage Charge for M2MIoT 10 GB Service Plan	Per MB charge for usage over 10 GB	loT10GB Over	Per MB charge for usage over 10 GB	Y	
15	M2MIoT 20 GB Service Plan	20 GB High Speed Nationwide Only Data Usage specific to M2MIoT devices.	IoT 20GB	20 GB High Speed Nationwide Only Data Usage specific to M2MIoT devices.	Y	
16	Overage Charge for M2MIoT 20 GB Service Plan	Per MB charge for usage over 20 GB	loT20GB Over	Per MB charge for usage over 20 GB	Y	

The Bidder may offer additional unsolicited Machine-to-Machine and Internet of Things Service plans or features in Table 19.1.2.2.4.b.

	Table 19.1.2.2.4.b – Unsolicited Machine-to-Machine and Internet of Things Service Plans or Features				
	Feature Name	Product Identifier	Bidder's Description		
1	Machine to Machine 128kbps	ZM2M128K	<ul><li>Unlimited data</li><li>Voice barred</li><li>SMS barred</li><li>Unlimited domestic data roaming</li></ul>		
2	Machine to Machine 128kbps with Text	ZM2M128KT	<ul> <li>Unlimited data</li> <li>Voice barred</li> <li>500 SMS (When the bucket is used, no more SMS can be sent.)</li> <li>200mb domestic data roaming</li> </ul>		
3	Machine to Machine 512kbps with Text	ZM2M512KT	<ul> <li>Unlimited data</li> <li>Voice barred</li> <li>500 SMS (When the bucket is used, no more SMS can be sent.)</li> <li>200mb domestic data roaming</li> </ul>		
4	IoT 5MB Annual	IoT5MBAnnual	5MB of data		
5	Overage Charge for IoT 5MB Annual	lot5MBAnnualOver	Per MB charge for usage over 5MB		
6	IoT Unlimited Annual	IoTUnlAnnual	Unlimited data 64kbps with no overage charges		

		cited Machine-to	-Machine and Internet of Things Service Plans or
rea	tures Feature Name	Product Identifier	Bidder's Description
7	NB-IoT Annual	NBIoTAnnual	12MB of data over 12 months
8	M2MIoT Dormant SIM Bank	M2MioT Dormant SIM	SIM Bank (Dormant SIM MRC) \$0.10/Month;
9	M2MIoT SMS Options	M2MioT SMS Option	Domestic SMS \$0.01/message;
10	M2MIoT Voice Options	M2MioT Voice Option	Voice \$0.03/minute
11	M2MIoT North America Roaming	M2MIoT NA Roaming	North America Roaming upon request

## 19.1.2.2.5 Video Streaming Quality (M-S)

The Bidder shall provide video streaming for the Voice, Text and Data Service Plans (Section 19.1.2.2.2) and the Data Only Service Plans (Section 19.1.2.2.3). The Bidder shall indicate the video streaming quality they commit to provide in Table 19.1.2.2.5.

Table 19.1.2.2.5 – Video Streaming Quality						
Service Plan	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S, or P)		
Voice, Text and Data Service Plans (19.1.2.2.2)	480p	720p	1080p	В		
Data Only Service Plans (19.1.2.2.3)	480p	720p	1080p	В		

Bidder understands the Requirement and shall meet or exceed it? Yes X No

## 19.1.2.2.6 Tethering Throughput (M-S)

Tethering is the sharing of a mobile device's data connection with other devices via WIFI, Bluetooth or physical cable (example: USB). The Contractor shall provide Tethering for the Voice, Text and Data Service Plans (Section 19.1.2.2.2) and the Data Only Service Plans (Section 19.1.2.2.3).

The Bidder shall indicate the Tethering throughput speeds they commit to provide in Table 19.1.2.2.6.

Table 19.1.2.2.6 – Tethering Throughput							
Service Plan	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S, or P)			
Voice, Text and Data Service Plans (19.1.2.2.2)	3G	4G	Unrestricted	В			
Data Only Service Plans (19.1.2.2.3)	3G	4G	Unrestricted	В			

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_\_

#### 19.1.2.2.7 Domestic to International Calling and Messaging Services

The Bidder may offer international cellular service that allows for calls originating in the United States to complete to a mobile or land line phone in Table 19.1.2.2.7.

The Bidder may offer text messaging services that provide international outbound and inbound messaging as identified in the Bidder's Product Identification Codes in columns (b) and (c).

By providing a Product Identification Code in Table 19.1.2.2.7, the Bidder is committing to provide service to that country and will provide the perminute rate or per-message rate in Cost Worksheets 19.1.2.2.7.a, 19.1.2.2.7.b and 19.1.2.2.7.c.

	Table 19.1.2.2.7 – Domestic to International Calling and Messaging Services					
Bidder's Product Identification Codes						
	Country, Countries, Regions, or Groupings	(a) Outbound Voice per Minute	(b) SMS Send/ Receive per Message	(c) MMS Send/ Receive per Message		
1						
2						

Bidder understands the Requirement and shall meet or exceed it? Yes X No

## 19.1.2.2.8 International Roaming (M)

The Contractor shall provide international cellular service that allows for calls, text messages and data while roaming in a foreign country. The Contractor shall maintain a list of countries where this service is available.

This service shall include:

1. Voice usage with no limits on the minutes used;

- 2. SMS and MMS messaging with no limits on the number of texts used;
- 3. Data services with usage limits aligned to the specified plan Usage Threshold;
- 4. No overage charges shall apply;
- 5. Allows for Tethering with compatible Equipment;
- 6. Per line caller ID blocking;
- 7. Call forwarding; and
- 8. Call Waiting.

The Bidder shall provide Product Identification Codes in Table 19.1.2.2.8.a for the daily services.

Table 19.1.2.2.8.a - International Roaming				
	Country  Bidder's Product Identification Code for Daily Services			
1	Canada and Mexico	Mobile Without Borders		
2	All countries on the Contractor's maintained list	SGPASS24		

The Bidder may offer additional International voice, text and data roaming services and/or features for usage originating outside of the United States in Table 19.1.2.2.8.b.

	Table 19.1.2.2.8.b – Unsolicited International Voice, Text or Data Services or Features for International Roaming						
	Feature Name	Product Identifier	Bidder's Description				
1	Stateside International Calling	ZINTMOB15	From the United States, make unlimited calls to landlines in 70+ countries, mobile lines in 30+ countries, plus unlimited texting to virtually anywhere, along with discounted rates to additional countries.				
2	Global Plus	ZGLOBAL1	<ul> <li>Unlimited Simple Global to Simple Global calling</li> <li>Unlimited data &amp; texting in 210+ countries and destinations</li> <li>5GB high-speed, international tethering in a Simple Global country</li> <li>Unlimited 4G LTE high-speed data while roaming in a Simple Global country</li> <li>Unlimited Stateside International talk and text</li> </ul>				

	le 19.1.2.2.8.b – Uns eatures for Internati		ational Voice, Text or Data Services
	Feature Name	Product Identifier	Bidder's Description
3	Flat Rate Unlimited	BZTIINBL4	<ul> <li>Unlimited Domestic &amp; International voice (Simple Global and non-Simple Global countries)</li> <li>Domestic &amp; International SMS (pulled from available bucket)</li> <li>International long distance</li> <li>Roaming usage alerts</li> </ul>
4	International Discount Calling (IDC) for B2B	IDCB2B0	<ul> <li>Discounted calling rates from United States to 200+ Countries to mobile or land line phones</li> <li>Text messaging provides outbound and inbound messaging</li> <li>Rates and Countries offered subject to Change</li> </ul>
5			
6			
7			
8			
9			
10			

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_

## 19.1.2.2.9 Suspended Service Plan (M)

The Contractor must suspend and reactivate lines within one (1) Business Day of notification by the Customer. The cellular number must not change during suspension. The maximum period of suspension will be six (6) months.

The Bidder shall offer the Suspended Service Plan detailed in Table 19.1.2.2.9.a.

Ta	Table 19.1.2.2.9 – Suspended Service Plan							
	Feature Name	Feature Description	Product Identifier	Bidder's Description	Bidd Meets Excee Y	s or		
1	Suspended Service Plan	Customer initiated temporary suspension.	TMO Suspend Service	Voluntary suspension for up to (6) months during each (12) month period. System limitations will automatically reactivate lines after each 90-day suspension. Lines need to be re-suspended after 90 days if desired suspension is greater than 90 days.	Y			

Bidder understands the Requirement and shall meet or exceed it? Yes X No

## 19.1.2.3 CUSTOMIZED SERVICE PLANS (CSP) (M)

The Contractor may provide Customized Service Plans (CSP). CSPs may be existing Contractor plans or developed on an individual case basis. CSPs may include additional discounts to Equipment and services described in this IFB and/or additional provisions from those of the Standard Service Plans described in Section 19.1.2.2.

- 1. The Customized Service Plan will be identified as "CSP" in the Catalog with no dollar value identified.
- 2. The Contractor shall propose CSP pricing directly to the Customers.
- 3. CSP commitments shall not extend beyond the Term of this Contract, including any extension period(s).
- 4. The Contractor shall provide the Customer with a Scope of Work for the CSP.
- 5. The Contractor shall inform the Customer's if refurbished or used devices will be provided with the CSP.
- 6. CSPs must adhere to all CPUC, FCC and other appropriate regulatory guidelines as applicable.
- 7. In the event that a Customer elects to terminate a CSP for reasons other than (1) a Contractor default, or (2) circumstances outside the Customer's reasonable control, such Customer shall be liable to the Contractor for any unrecovered amortized capital costs for Equipment originally identified in the CSP Scope of Work documentation.
- 8. CSPs may also include technical attributes that address special or unique Customer needs.

Customized Service Plans will be identified in the Catalog with no dollar value identified.

The Bidder shall provide a Product Identifier for a Customized Service Plan as detailed in Table 19.1.2.3.

Tal	Table 19.1.2.3 – Customized Service Plans								
	Feature Name	Feature Description	Product Identifier	Bidder's Description	Bidd Meets Excee Y	s or			
1	Customized Service Plans	Customer negotiated service plan.	TMO Custom	Custom service plans as agreed upon.	Y				

Bidder understands the Requirement and shall meet or exceed it? Yes X No

# 19.1.2.4 SERVICE WITH CUSTOMER OWNED AND MAINTAINED (COAM) EQUIPMENT (M)

The Contractor shall provide the service plans described in Section 19.1.1.4, *Service and Plan Specifications*, to End-Users who choose to use the Customer Owned and Maintained (COAM) Equipment that is compatible with the Contractor's network. The Contractor shall include new SIM compatible with the Contractor's network at no additional cost.

Bidder understands the Requirement and shall meet or exceed it? Yes X No

## 19.1.2.4.1 SIM Unlock (M)

The Contractor shall SIM unlock COAM equipment upon the Customer request under the following conditions:

- 1. Equipment has been paid for in full;
- 2. The Customer has had Service for a minimum of two (2) billing cycles; and
- 3. There are no outstanding charges on the End-User's account.

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_\_

## 19.1.2.5 CELLULAR BUILDING AMPLIFICATION SERVICE (M)

The Contractor shall provide the option for Cellular Building Amplification Services in buildings where Customer cellular services are being provided. The service will amplify cellular signals with a signal booster and evenly distribute the amplified signals throughout the building. Providing this service shall be at the sole discretion of the Contractor.

The Contractor shall provide this service under the following conditions:

- 1. The Customer has existing cellular service provided by the Contractor;
- 2. The Customer requests a survey to determine the viability for the Contractor to improve service;

- 3. It is determined by the Contractor that cellular coverage is inadequate and the Contractor can provide an improvement in cellular service; and,
- 4. The Customer agrees to solution and orders service.

All costs for design, engineering and installation of Equipment shall be provided to the Customer at no price.

Cellular Building Amplification Service will be identified in the Catalog with no dollar value identified.

The Bidder shall provide a Product Identifier for Cellular Building Amplification Services as detailed in Table 19.1.2.5.

Tal	Table 19.1.2.5 – Cellular Building Amplification Services							
	Feature Name	Feature Description	Product Identifier	Bidder's Description	Bidd Meets Excee Y	s or		
1	Cellular Building Amplification Services	Amplifies cellular signals with a signal booster and evenly distribute the amplified signals throughout the building.	TMO In- Building	T-Mobile, at its sole discretion, will provide inbuilding signal augmentation as appropriate and as agreed upon with the Customer.	Υ			

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_\_

# 19.1.3 CUSTOMER WEB BASED EQUIPMENT CATALOG (M)

No more than 30 days after Contract Award, the Contractor shall provide a Customer Web Based Equipment Catalog of Equipment and Accessories as identified in Section 19.1.4, Equipment.

The Customer Web Based Equipment Catalog shall display pricing that includes the percentage discount off the manufacturer's suggested retail price.

Modification to the Equipment and Accessories contained in this catalog are not subject to the amendment process. The Contractor may update, change or modify the Equipment and Accessories offerings contained in the Customer Web Based Equipment Catalog at any time as needed without approval or consent. The Contractor's committed discount percentage from manufacturer's list price as identified in the Web Based Equipment Catalog cannot decrease.

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_\_ No\_\_\_\_

## 19.1.3.1 Pricing Format (M)

The Contractor shall provide a Web Based Catalog that will display pricing information in the following format:

- 1. Standardized Service Plans. All Standardized Service Plans shall display pricing that includes the monthly Standardized Service Plan price with the SAAF; and,
- 2. Equipment. All Equipment shall display pricing that includes the percentage discount off the manufacturer's suggested retail price.

Bidder understands the Requirement and shall meet or exceed it? Yes X No

## 19.1.3.2 Contractor Updates (M)

The Contractor may update the Customer Web Based Equipment Catalog as needed for the following items:

- 1. Equipment;
- 2. Accessories; and,
- 3. Coverage Maps.

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_\_

# **19.1.4 EQUIPMENT (M)**

The Contractor shall provide Equipment as defined under the following categories:

- 1. Basic Mobile Phone as described in Section 19.1.4.1;
- 2. Smartphone as described in Section 19.1.4.2;
- 3. Mobile Hotspot Device as described in Section 19.1.4.3;
- 4. Tablet as described in Section 19.1.4.4; and,
- 5. Accessories as described in Section 19.1.4.5.

The Bidder shall provide a percentage discount off manufacturer's list prices for all Equipment as described in IFB C4CVD18 Part 1, Section 3.3.2.6.2, *Equipment Discount Percentage – Mandatory.* 

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_

## 19.1.4.1 BASIC MOBILE PHONE (M)

A Basic Phone is a portable telephone capable of transmitting voice calls and SMS text messages over a cellular network while the user is stationary or moving within a defined coverage area.

The Contractor must provide Basic Mobile Phone(s) that include, at a minimum:

1. Mute functionality;

- 2. Vibrate alert for incoming phone calls and messages;
- 3. Ring alert for incoming phone calls and messages;
- 4. Caller ID capable;
- 5. Short Messaging Service (SMS) (i.e., text messaging);
- 6. Bluetooth capability; and,
- 7. Firmware, system, and application updates via Over the Air (OTA), e.g., security patches and other application/system updates.

The Bidder must include all accessories and user manuals included with the device as provided from the manufacturer (e.g., A/C charging adapter, headphones, and data transfer cable).

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_

## 19.1.4.2 SMARTPHONE (M)

A Smartphone is a handheld personal computer capable of transmitting voice calls, SMS/MMS text messages, and internet data over a cellular network while the user is stationary or moving within a defined coverage area.

The Contractor must provide Smartphone(s) that include, at a minimum:

- 1. Ability to sync with email, contact/address, and calendar platforms (e.g., Office365);
- 2. Mute functionality;
- 3. Transmit and receive data while conducting a voice session;
- 4. Vibrate alert for incoming phone calls and messages;
- 5. Ring alert for incoming phone calls and messages;
- 6. Caller ID capable;
- Short Messaging Service (SMS) and Multimedia Messaging Service (MMS) (i.e., text messaging);
- 8. Bluetooth capability;
- 9. Remote suspend/resume/wipe capable;
- 10. Tethering capable; and,
- 11. Firmware, system, and application updates via Over the Air (OTA), i.e., security patches and other application/system updates (as available).

The Contractor must include all accessories and user manuals included with the device as provided from the manufacturer (e.g., A/C charging adapter, headphones, and data transfer cable).

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_\_

## 19.1.4.3 MOBILE HOTSPOT DEVICE (M)

A Mobile Hotspot Device is a type of modem that provides access to the internet via a broadband connection while the user is stationary or moving within a defined coverage area.

The Contractor must provide at least one Mobile Hotspot Device that includes, at a minimum, a USB, Wi-Fi, or Ethernet interface.

The Contractor must include all accessories and user manuals included with the device as provided from the manufacturer (e.g., A/C charging adapter, data transfer cable).

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_\_

## 19.1.4.4 TABLETS WITH SIM CARDS (M)

A Tablet is a mobile device with a touch screen display and mobile operating system that accesses cellular data services using a SIM Card. Tablets shall only be provisioned in conjunction with a CALNET Data Service Plan.

The Contractor must provide Tablet(s) that include, at a minimum:

- 1. Only Tablets that have the ability to access the cellular network through SIM Card activation;
- 2. Ability to sync with email, contact/address, and calendar platforms (e.g., Office365);
- 3. Bluetooth capability;
- 4. Tethering; and,
- 5. Firmware, system, and application updates via Over the Air (OTA), e.g., security patches and other application/system updates (as available).

The Contractor must include all accessories and user manuals with the device as provided from the manufacturer (e.g., A/C charging adapter, headphones, and data transfer cable).

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_

#### 19.1.4.5 ACCESSORIES (M)

Equipment accessories are defined as any hardware that is not integral to the operation of Equipment.

The Contractor must provide Accessories that may include, but are not limited to the following:

- 1. Cell phone batteries;
- 2. Cell phone chargers;
- 3. Cell phone hands-free devices;
- 4. Cell phone cases;

- 5. Cell phone covers;
- 6. Cell phone screen protectors;
- 7. Cell phone data cables;
- 8. ADA/Assistive cell phone devices and accessories;
- 9. Bluetooth headsets; and,
- 10. Cell phone car kits

All accessories must be provided new.

Bidder understands the Requirement and shall meet or exceed it? Yes X No

#### 19.1.5 EQUIPMENT RELATED SERVICES

## 19.1.5.1 EQUIPMENT FINANCING (M-S)

The Bidder shall provide financing for the Equipment listed above. The Bidder shall indicate the interest rate they commit to charge the Customers in Table 19.1.5 for the Equipment described above.

Table 19.1.5 – Equipment Financing							
Basic Term (B)		Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S, or P)			
12 Months	>3% or not available	.01% - 3.00%	0.00%	В			
24 Months	>3% or not available	.01% - 3.00%	0.00%	Р			

If the Customer elects to terminate the order, the Customer shall pay the Contractor all unrecovered amortized nonrecurring charges owed on the date of termination.

Bidder understands the Requirement and shall meet or exceed it? Yes X No

## 19.1.5.2 EXPEDITE FEES (M)

The Contractor shall provide expedite shipping on all devices described in Section 19.1.4, *Equipment*, within the one (1) Business Day of receipt of the expedite request from the Customer.

The Bidder shall offer the Expedite Fee options detailed in Table 19.1.5.2.a.

Tal	Table 19.1.5.2.a – Expedite Fees							
ı	Feature Name	Feature Description	Product Identifier	Bidder's Description	Bidd Meets Excee Y	sor		
1	Expedite Fee for up to 5 devices	Expedite fee for shipping up to 5 devices described in Section 19.1.4, <i>Equipment</i> per grouping.	Express Shipping up to 5	Express Overnight shipping available. Clients are advised to submit overnight orders for processing by 12PM PT.	Y			
2	Expedite Fee for up to 10 devices	Expedite fee for shipping up to 10 devices described in Section 19.1.4, <i>Equipment</i> per grouping.	Express Shipping up to 10	Express Overnight shipping available. Clients are advised to submit overnight orders for processing by 12PM PT.	Υ			
3	Expedite Fee for up to 25 devices	Expedite fee for shipping up to 25 devices described in Section 19.1.4, <i>Equipment</i> per grouping.	Express Shipping up to 25	Express Overnight shipping available. Clients are advised to submit overnight orders for processing by 12PM PT.	Υ			
4	Expedite Fee for up to 50 devices	Expedite fee for shipping up to 50 devices described in Section 19.1.4, <i>Equipment</i> per grouping.	Express Shipping up to 50	Express Overnight shipping available. Clients are advised to submit overnight orders for processing by 12PM PT.	Y			

The Bidder may list and describe Unsolicited Expedite Fees it is offering in Table 19.1.5.2.b.

Table 19.1.5.2.b – Unsolicited Expedite Fees			
	Expedite Fee Name	Product Identifier	Bidder's Description
1			
2			

## 19.1.6 SERVICE COVERAGE

## 19.1.6.1 COVERAGE MAPS (M)

The Contractor shall provide the following information upon Contract Award:

1. Local (California) Voice and Data Coverage:

Detailed In-Network voice and data coverage maps for California, with an overlay of counties and major highways including types of services available (e.g., 3G, LTE).

## 2. Nationwide Voice & Data Coverage:

Detailed In-Network voice and data nationwide coverage maps including types of services available (e.g., 3G, LTE). Nationwide is defined as the contiguous United States, Alaska, Hawaii, Puerto Rico, and the US Virgin Islands.

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_\_

#### 19.1.6.2 SERVICE COVERAGE CONTINUITY

The Contractor shall notify customers when the Contractor's geographic coverage is modified greater than 10% during the Contract Term.

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_\_

# 19.1.6.3 COVERAGE UPDATES (M)

The Contractor shall provide updated coverage maps on a quarterly basis by the 15th day of the month following the end of a quarter or as requested by the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Yes\_\_X\_\_ No\_\_\_\_