## EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the renewal agreement with T-Mobile USA, Inc. (ITN-2020-070-JH) for Broward UP computer equipment, peripherals, and wireless telecommunications devices and services, utilizing the bid waiver exception for piggybacks. Fiscal Impact: $\mathbf{\$ 3 2 5 , 0 0 0}$; cumulative total $\mathbf{\$ 6 5 0 , 0 0 0 . 0 0}$.

Presenter(s): Raj Mettai, Chief Information Officer
What is the purpose of this contract and why is it needed?
The College released the Invitation to Negotiate ITN-2020-070-JH on May 7th, 2020 to seek qualified vendors that could assist with bridging the digital divide for the Broward UP movement in the following categories: Telecommunications, Internet Communications, Computer Equipment and Devices and Professional Training Services.

T-Mobile USA, Inc (T-Mobile) was one of four vendors recommended for award via ITN-2020-070-JH for their commitment to the Broward UP movement and by also having the best Internet service coverage at all identified Broward UP zip codes.

Due to the pricing structure of T-Mobile, and the many terms and conditions within the telecommunications sector when it comes to contracting, the College negotiation team and T-Mobile determined it was best to use the NASPO ValuePoint Wireless, Data \& Accessories contract MA176.
https://www.naspovaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2024/.

The NASPO ValuePoint Wireless, Data \& Accessories contract has been extended to $8 / 11 / 2029$. This is a request for fiscal authority in the amount of $\$ 325,000.00$ to continue piggybacking this contract to purchase all services from T-Mobile.

What procurement process or bid waiver was used and why? The College procured this contract via bid waiver (piggyback) in accordance with the Florida Administrative Code (FL DOE 6A-14.0734(2)(c) and College Procedure A6Hx2-6.34 which provides an exception to the requirement to solicit competitive offers and to leverage the terms and conditions of the NASPO contract, after the College has issued a competitive solicitation process and selected T-Mobile USA as a awarded vendor.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes.

What fund, cost center and line item(s) were used? Various funds, cost centers and line items may be used.
Has Broward College used this vendor before for these products or services? Yes.
Was the product or service acceptable in the past? Yes.
Was there a return on investment anticipated when entering this contract? No.
Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Not applicable.
Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

## FISCAL IMPACT:

Description: $\$ 325,000.00$ from multiple cost centers across the College. Cumulative total $\$ 650,000.00$ There is no spending commitment for these contracts. Each department can use these contracts as needed to advance the strategic direction of the Institution.

Raj Mettai
Donald Astrab
5/13/2024


## EXECUTIVE SUMMARY

The Broward College Board of Trustees authorized the bid waiver (piggyback) with T-Mobile USA, Inc., an organization that participated and was recommended for award via ITN-2020-070-JH Broward UP Computer Equipment, Peripherals and Wireless Telecommunications Devices and Services. The piggyback contract will be through NASPO ValuePoint Cooperative Services. Fiscal Impact: To not exceed $\$ 325,000.00$

Presenter(s): Tony Casciotta, Vice President, Information Technology
Christian Block, Chief Business Officer
Purpose: The College released ITN (Invitation to Negotiate) \#2020-070-JH on May 7th, 2020 to seek qualified vendors that could assist with bridging the digital divide for the Broward UP movement in the following categories: Telecommunications, Internet Communications, Computer Equipment and Devices and Professional Training Services.

T-Mobile USA, Inc (T-Mobile) was one of four vendors recommended for award via ITN-2020-070-JH for their commitment to the Broward UP movement and by also having the best Internet service coverage at all identified Broward UP zip codes.

Due to the pricing structure of T-Mobile, and the many terms and conditions within the telecommunications sector when it comes to contracting, the College negotiation team and T-Mobile determined it was best to use the NASPO ValuePoint Wireless, Data \& Accessories contract MA176.
https://www.naspovaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2024/
The NASPO ValuePoint Wireless, Data \& Accessories piggyback contract, with an end date of 06/30/2024, would allow the College to purchase all services from T-Mobile at the lowest prices they would offer all their customers. In addition T-Mobile is committed to donating funding for Technology at the Broward UP partner centers and will be working with the Marketing group for all future opportunities when it comes to the Broward UP movement.

Return on Taxpayer or Student Investment: By releasing an ITN, the College worked hard at ensuring the best pricing was available for student success purchases. Although, the negotiation team made the final decision to piggyback off a national contract, T-Mobile is determined to provide better pricing for the Broward UP movement when possible. In addition, the College will now be able to participate in all promotions offered by T-Mobile. Having a strong telecommunications vendor like T-Mobile for the Broward UP movement and all other College needs, is a positive investment for the Institution.

How does this impact student success: All purchases via this contract will be directed towards student success. The College is seeking to invest in wireless Internet services for those students that do not have the proper coverage at their home today, or have service that is not adequate to complete their studies. Not only will the College be able to work with T-Mobile for all Broward UP needs, this contract can be used for any initiatives, or other business the College may have.

What specific goal of the Strategic Plan is advanced through this action: Start, Succeed.

Small Business Firm (Yes, No, N/A): N/A
Broward Firm (Yes, No, N/A): N/A

FISCAL IMPACT:
Description: To not exceed $\$ 325,000.00$ from multiple cost centers across the College. There is no spending commitment for these contracts. Each department can use these contracts as needed to advance the strategic direction of the Institution.

## PARTICIPATING ADDENDUM

# WIRELESS, DATA, VOICE AND ACCESSORIES <br> Led by the state of Utah 

Master Agreement \#: MA176
Contractor: T-MOBILE USA, INC.
Participating Entity: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FL ("BC" or the
"College")

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 in Section 12 "Participating Entity's Additions or Modifications".
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:
a) This PA;
b.) Federally Funded Projects Addendum; and
c.) The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

## 5. [intentionally omitted]

6. Purchase Order Instructions: 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:

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.

## NASPO ValuePoint

## PARTICIPATING ADDENDUM

## WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah
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 |
| Telephone: | (425) 383-4000 |
| Email: | David.Bezzant@T-Mobile.com |

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 |
| Email: | Legal Government Contracts@T-Mobille.com |

Participating Entity:

| Name: | Christian Block |
| ---: | :--- |
| Address: | 6400 NW 6 ${ }^{\text {th }}$ Way, Fort Lauderdale, Florida 33309 |
| Telephone: | $(954)$ 201-2681 |
| Email: | cblock@,broward.edu |

For Legal Notice to Participating Entity - send a copy to:

| Name: | Office of General Counsel |
| ---: | :--- |
| Address: | 111 East Las Olas Boulevard, $5^{\text {th }}$ Floor, Fort Lauderdale, Florida 33301 |
| Email: | legalservices@broward.edu |

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 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.

## PARTICIPATING ADDENDUM

## WIRELESS, DATA, VOICE AND ACCESSORIES

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12. Participating Entity's Additions or Modifications<br>12.1 Payment.<br>Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit.

The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables.

In lieu of all provisions in the Master Agreement pertaining to penalties for late payment, if BC does not issue payment within thirty (30) days of receipt of an undisputed invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

If the term of the PA is beyond the current fiscal year for the State of Florida, BC's performance and obligation to pay under this PA is contingent upon an annual appropriation by the Legislature. BC's written notice of termination of non-appropriation will also be provided to Vendor at least thirty (30) days before the effective date of termination.

The responsibility of and liability for taxes, fees, and surcharges shall be in accordance with Attachment AA, "Contractor's Special Terms and Conditions", Section 6, "Taxes, Fees and Surcharges", of the Master Agreement. s
$B C$ shall provide an appropriate exemption certificate.
In addition, if $B C$ disputes a charge in good faith, $B C$ may withhold payment of that charge if $B C A$ ) pays all undisputed charges on or prior to the Due Date; and (B) within 30 days of the Due Date, provides Vendor with a written explanation of BC's reasons for disputing the charge. BC must cooperate with Vendor to resolve promptly any disputed charge. If Vendor determines, in good faith, that the disputed charge is valid, Vendor will notify BC and, within five business days of receiving notice, BC must pay the charge or cooperate with the Vendor to resolve the disputed charge(s). If Vendor determines, in good faith, that the disputed charge is invalid, Vendor will credit the invalid charge.
12.2Relationship of the Parties. Pursuant to Section 26, "Independent Contractor" of the Master Agreement, each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.
12.3Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same. If Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other PA requirements provided by law, Vendor must comply with public records laws, and shall:
(a) Keep and maintain public records required by $B C$ to perform the service.
(b) Upon request from BC, provide BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the PA term and following completion of the PA if Vendor does not transfer the records to $B C$.
(d) Upon completion of the PA, transfer, at no cost, to BC all public records in possession of Vendor or keep and maintain public records required by BC to perform the service. If Vendor transfers all public records to BC upon completion of the PA, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the PA, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to $B C$, upon request from BC's custodian of public records, in a format that is compatible with the information technology systems of BC.
(e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PA, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, \#523, FORT LAUDERDALE, FL 33301.

## PARTICIPATING ADDENDUM

## WIRELESS, DATA, VOICE AND ACCESSORIES

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IN ADDITION, VENDOR ACKNOWLEDGES THAT THE BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS PA. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS PA WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS PA AND BE GROUNDS FOR TERMINATION.
12.4Sovereign Immunity. In accordance with Section 33, "No Waiver of Sovereign Immunity", nothing in the PA shall act or be construed to increase or alter BC's liability for tort claims beyond the waiver of sovereign immunity limits set forth in Section 768.28, Florida Statutes.
12.5Compliance. In its performance relating to this PA, Vendor shall, at its own expense, at all times in the term, do the following:
a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements related to the Products and Services Vendor is offering to BC under the Master Agreement; and
c. Privacy: In accordance with Attachment AA Contractor's Special Terms and Conditions, Section 7, "Privacy" and Section 11, "Account Management (Purchasing Entity Authorization), Paragraph (c) of the Master Agreement, Vendor will comply with any applicable state and federal laws governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected information (as may be defined by state or federal law), including, but not limited to, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor. T-Mobile Privacy Center | Privacy Policies \& Data Controls
12.6E-Verify. If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this PA. The Vendor shall also require all subcontractors performing work under this PA to use the E-Verify system for any employees they may hire during the term of this PA. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the PA, and the College may terminate the PA at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.

### 12.7General Provisions.

a. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this PA shall not be, ineligible for the award or continuation of this PA under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this PA may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

## b. Intentionally Omitted.

c. Marketing. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the PA or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use, not to be unreasonably withheld.
d. Insurance. BC , as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the PA and at BC's request, include BC as additional insured on Vendor's liability policies (excluding Professional and/or

PARTICIPATING ADDENDUM

## WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Cyber Liability). All policies shall be in a form and with commercially reasonable deductible satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of insurance shall be provided to BC upon request and timely renewals of such insurance shall be provided to $B C$. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving BC thirty (30) days' written notice prior to the effective date of cancellation. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against $B C$ for any loss or damage arising from any cause covered by any insurance required to be carried under the PA by any other insurance actually carried by Vendor. In the event a claim that gives rise to a coverage question, Vendor may provide a copy of the applicable insurance policies giving rise to such question, upon request.
e. Third Parties. BC is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiaries to the PA.
f. Governing Law. The PA is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.
g. Travel Expenses. To the extent applicable, if BC is responsible for reimbursing Vendor for travel expenses pursuant to the PA, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061 , F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing.
h. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the PA.
i. Termination. Upon giving at least thirty (30) days' advance written notice to Vendor, BC may terminate the PA in whole or in part, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the PA prior to the effective date of termination. BC shall not be liable for any early termination charges.
j. Records. Vendor agrees to keep and maintain, separate and independent records pertinent to the performance of the PA, in accordance with generally accepted accounting principles. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the PA.

For any audit performed, the College 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 PA. These audit records are subject to confidentiality obligations by the College or any third-party agent performing this audit on behalf of the College. 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 College or discussion between the third-party auditor and the College for the purposes of performing an audit.
k. Deletion. In accordance with Florida law, to the extent applicable, any term and/or condition in the PA on the following subject matters are hereby deleted in their entirety and declared null and void: (a) grants of exclusivity by BC to Vendor; (b) restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) automatic renewals of the term of the PA; (e) limitations of time to bring suit or claims; (f) granting Vendor any right to audit BC; (g) Attorneys' or collection fees provisions; (h) arbitration and mediation clauses; and (i) indemnification of Vendor by BC.
I. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the PA without the prior written consent of BC, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the PA.

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate the Federally

## NASPO ValuePoint

## PARTICIPATING ADDENDUM

## WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Funded Projects Addendum into the PA between Broward College and Vendor, as attached hereto.
The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

| Participating Entity: <br> The District Board of Trustees of Broward College, FL | Contractor: <br> T-Mobile USA, Inc. |
| :---: | :---: |
|  |  |
| Title: SVP Finance \& Operations | Title: Director, Public Sector \& Education - South Region |
| Date: 8/24/2021 | Date: $8 / 24 / 2021$ |
|  | Approved As To Legal Form: <br> DocuSigned by: <br> Buct hawzon <br> Bret hawawsqd, Senior Corporate Counsel <br> T-Mobile USA, Inc. Legal Department Date: 8/24/2021 |

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 or the NASPO ValuePoint team at ccc@naspovaluepoint.org.
***Attach Exhibit 1 if necessary - Participating Entity Modifications or Additions***
Contractor - email a fully executed PDF copy of this document to:PA@naspovaluepoint.org
To support documentation of participation and posting in appropriate databases

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

## NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

A. Contracts for more than the simplified acquisition threshold currently set at $\mathbf{\$ 2 5 0 , 0 0 0}$, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
B. Equal Employment Opportunity - Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R.
$\S \S 60-1.4,60-300.5(a), 60-741.5(a), 61-300.10$, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
C. Rights to Inventions Made Under a Contract or Agreement - If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awardingagency.
D. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - If the Purchase Order amount exceeds $\$ 100,000$, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - If the Purchase Order amount is for $\$ 100,000$ or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
F. Debarment and Suspension (E.O.s 12549 and 12689) - Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, $\$ 100,000$ ), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
G. Records Access - (Contracts in excess of $\$ 100,000$ ). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
H. Energy Policy and Conservation - Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
I. Procurement of Recovered Materials - Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
J. Waste Disposal Act - Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in PUR-10

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guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $\$ 10,000$ or the value of the quantity acquired by the preceding fiscal year exceeded $\$ 10,000$; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
K. Buy America Provisions - The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
L. Records Retention Requirements - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR $\S 200.333$ for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

## CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:
M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - (Applies to contracts or purchase orders in excess of $\$ 2000$ for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18
U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
N. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of $\mathbf{\$ 2 , 0 0 0 . 0 0}$ ) - If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
O. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - (Applies to purchase orders in excess of $\$ 2000$ for construction projects and purchase orders in excess of $\$ 2500$ for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than $1 \frac{1}{2}$ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name:T-Mobile USA, Inc.
Address, City, State, and Zip Code: 12920 SE 38th Street, Bellevue, WA 98006
Phone Number: 786-246-8600
Printed Name and Title of Authorized Representative: Peter Vargas, Director, Public Sector \& Education - South Region
Email Address: Peter.Vargas@T-Mobile.com
Signature of Authorized Representative: $\begin{aligned} & \text { Docusigned by: } \\ & \text { Peter Vargas }\end{aligned}$
Date: ${ }^{8 / 24 / 2021}$
Approved As to Legal Form:

PUR-10

T-Mobile USA, Inc. Legal Department Page 2 of 2

FROM: Christian Block, IT Chief Business Officer

DATE: 04/02/2021

## SUBJECT: Award Recommendation for ITN-2020-070-JH

After careful review, the evaluation committee and the negotiation team are recommending to contract with four vendors who participated in this ITN: Howard Industries, Inc. DBA Howard Technology Solutions, Tech Army, LLC, T-Mobile USA Inc, Troxell Communications, Inc. Each vendor represented a different portion in the technology space, so establishing multiple contracts is beneficial for the College. The proposals were based on several key components: Understanding of the College's Requirements, Relevant Experience, Unique Qualifications and Cost of Services Provided.

Broward College requested three types of proposals for this bid, one for Telecommunication Services, one for Computer Equipment and Services and finally, Professional Technology Contracted/Staffing Services.

Several factors were taken into consideration to come to this decision

1. Under the telecommunications portion of the ITN, T-Mobile was the only vendor in this space to bid and meet the requirements to be evaluated. However, they exceeded the expectations of the committee, by wanting to partner with the College in every area we can use them.
2. Under the Computer, AV hardware and services, Howard Technologies and Troxell Communications both offered very different catalogs. One specializing in refurbished equipment and the other in manufacturing their own products. Both also have the ability to resell product as needed and having two vendors assists with the College meeting deadlines when there are shortages with equipment.
3. Under the technology staffing portion of the ITN, the College wanted one vendor to support the Broward UP movement, so that a strong relationship could be built. Tech Army demonstrated that it had the capacity and the willingness to assist the College in bridging the digital divide when it comes to training and staffing services.

Taking all this information into consideration, the committee has decided that these four (4) vendors (Howard Industries, Inc. DBA Howard Technology Solutions, Tech Army, LLC, T-Mobile USA Inc, Troxell Communications, Inc) out of nine (9) were the best choice to assist the Broward UP movement and all the committees when it comes to their technology needs.

## Award Justification Statement

## Solicitation \#CJ18012

## Contract Name: Wireless Voice, Data, and Accessories

## A. RESULT

Overall, the Evaluation Committee determined that the proposal submitted by the following firms provides the best value to the State for Award Categories 1, 2, 3A-3N and 4:

| Award Category | Firm Name |
| :--- | :--- |
| Category 1: Wireless Voice and Data | AT\&T, Verizon Wireless, Sprint, T-Mobile |
| Category 2: Wireless Accessories and <br> Equipment | AT\&T, Verizon Wireless, DiscountCell, Sprint, T- <br> Mobile |
| Category 3: Turnkey Wireless Solutions | See Below for subcategories |
| Category 3: Subcategory A: Fleet Management | AT\&T, Verizon Wireless, Sprint, T-Mobile |
| Category 3: Subcategory B: Mobile Device <br> Management/Enterprise Mobility (MDM/EMM) | AT\&T, Verizon Wireless |
| Category 3: Subcategory C: Mobile <br> Integration/Mobile Substitution Solutions | AT\&T, Verizon Wireless, T-Mobile |
| Category 3: Subcategory D: Workforce Management | Verizon Wireless |
| Category 3: Subcategory E: Field Service Management | Verizon Wireless |
| Category 3: Subcategory F: Mobile Data <br> Collection/Mobile Forms | Verizon Wireless, Sprint |
| Category 3: Subcategory G: Traffic Management and <br> Intelligent Transport Systems (ITS) | Verizon Wireless |
| Category 3: Subcategory H: Snow and Ice Removal <br> Route Management | None |
| Category 3: Subcategory I: Public Safety Systems | Verizon Wireless |
| Category 3: Subcategory J: IoT Management | Verizon Wireless |
| Category 3: Subcategory K: Energy <br> Conservation/Management | None |
| Category 3: Subcategory L: Building and Facilities <br> Automation | None |
| Category 3: Subcategory M: Enterprise Messaging | Verizon Wireless, Sprint |
| Verizon Wireless, Sprint |  |


| Category 4: Alternate Data Transport | Hughes Network |
| :--- | :--- |

## B. EVALUATION PROCESS

A request for proposals (RFP) was issued by the State to select vendors to provide Wireless Voice, Data and Accessories services. Pursuant to Utah Code § 63G-6a-702(2), the RFP process was used because criteria other than cost were considered important in determining which vendor's proposal provides the best value to the State. This RFP was divided into 4 Award Categories with Award Category 3 divided into 13 subcategories (3A-3N). Vendors were welcome to submit proposals for all Award Categories.

Proposals were evaluated in accordance with Part 7 of the Utah Procurement Code by an Evaluation Committee composed of central procurement officers from the states of Oregon, Washington, Nevada, Alaska, Connecticut and Utah. A representative from the Division of State Purchasing was consulted throughout the process to ensure compliance with the Procurement Code but was not a voting member of the Evaluation Committee.

Following an evaluation of mandatory minimum requirements for each Award Category, 7 vendors advanced to the initial technical scoring stage for the database management. 7 vendors advanced to the technical scoring stage for the applicable Award Categories.

A threshold of $70 \%$ of the total available technical points was set for the minimum necessary score for contract consideration in all Award Categories. Vendors falling below this threshold would be ineligible to enter into a contract with the State. As such, vendors below this 70\% threshold did not move onto the cost evaluation stage of the process.

## Award Category 1

| General Technical Scorable Criteria |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Criteria | Points Possible | AT\&T | Verizon | Sprint | T-Mobile | Vendor A |
| Describe your Reporting | 50 | 31.4 | 32.9 | 31.4 | 30.0 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |  |  |  |
| Employee number and expertise | 60 | 46.3 | 46.3 | 46.3 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 | 62.1 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |  |  |  |
| Customer Service | 50 | 35.7 | 38.6 | 35.7 | 37.1 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |  |  |  |
| Category I Criteria (Wireless) |  |  |  |  |  |  |


| Criteria | Points Possible | AT\&T | Verizon | Sprint | T-Mobile | Vendor A |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Plan variety | 50 | 35.7 | 37.1 | 30.0 | 35.7 | 27.1 |
| All carriers provided acceptable variety in their plan offerings with AT\&T, Verizon and T-Mobile perceived as the best. |  |  |  |  |  |  |
| Phones/Devices Offered | 50 | 40.0 | 40.0 | 40.0 | 40.0 | 40.0 |
| The committee did not perceive any measurable difference in the devices offered by the carriers. The section was perceived as good. |  |  |  |  |  |  |
| Services (Service Offerings) | 25 | 20.7 | 20.0 | 17.1 | 20.7 | 14.3 |
| AT\&T, Verizon and T-Mobile addressed the service offerings question the best. |  |  |  |  |  |  |
| Apps/MCM | 75 | 57.9 | 57.9 | 60.0 | 51.4 | 51.4 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| Network Attributes | 50 | 40.0 | 40.0 | 40.0 | 40.0 | 40.0 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| Public Safety Security | 50 | 32.9 | 32.9 | 27.1 | 27.1 | 27.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| Services (Security Factors) | 50 | 38.6 | 40.0 | 40.0 | 37.1 | 37.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| Network Infrastructure | 100 | 85.7 | 88.6 | 74.3 | 77.1 | 51.4 |
|  |  |  |  |  |  |  |
| Percentage off per customer | 50 | 35.7 | 37.1 | 37.1 | 37.1 | 34.3 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| Per bill, data plan, voice plan, etc.? | 25 | 13.6 | 13.6 | 14.3 | 14.3 | 13.6 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| Green Initiative Offerings | 50 | 30.0 | 32.9 | 31.4 | 38.6 | 10.0 |
| All offerors Green Initiative offerings were acceptable except for Vendor A. |  |  |  |  |  |  |
| Cost |  |  |  |  |  |  |
| Vendor A had a technical score of 520.3 and did not advance to the cost stage (567 point threshold). Cost was awarded based on a cost scenario/market basket approach and a discount off of catalog offered. AT\&T earned 182.9 cost points, Verizon Wireless earned 203.2 cost points, Sprint earned 194.1 cost points, and T-Mobile earned 241.9 cost points. |  |  |  |  |  |  |
| Summary |  |  |  |  |  |  |
| With technical score and cost score AT\&T earned 789.2 points, Verizon Wireless earned 823 points, Sprint earned 781.1 points, and T-Mobile earned 836.7 points. With all remaining scores over $70 \%$ of the total score AT\&T, Verizon, Sprint and T-Mobile represent a best value to the State. |  |  |  |  |  |  |

## Award Category 2

| General Technical Scorable Criteria |  |  |  |  |  |  |  |
| :--- | :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| Criteria | Points <br> Possible | AT\&T | Verizon | DiscountCell | Sprint | T-Mobile | Vendor <br> A |
| Describe your Reporting | 50 | 31.4 | 32.9 | 37.1 | 31.4 | 30.0 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |  |  |  |  |
| Employee number and <br> expertise | 60 | 46.3 | 46.3 | 49.7 | 46.3 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in |  |  |  |  |  |  |  |
| the industry. |  |  |  |  |  |  |  |


| Years of experience | 75 | 62.1 | 62.1 | 64.3 | 62.1 | 62.1 | 62.1 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |  |  |  |  |
| Customer Service | 50 | 35.7 | 38.6 | 38.6 | 35.7 | 37.1 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |  |  |  |  |
| Category 2 Criteria |  |  |  |  |  |  |  |
| Criteria | Points Possible | AT\&T | Verizon | DiscountCell | Sprint | T-Mobile | Vendor A |
| Public Safety Offerings | 25 | 20.0 | 20.0 | 20.0 | 20.0 | 20.0 | 20.0 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |  |
| Catalog Variety | 50 | 50.0 | 50.0 | 50.0 | 50.0 | 50.0 | 50.0 |
| The committee did not perceive any measurable difference in the devices offered by the offerors. The section was perceived as good. |  |  |  |  |  |  |  |
| Diversity of Plans | 35 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |  |
| Plan flexibility | 25 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |  |
| IRU Discount | 75 | 45.0 | 45.0 | 51.4 | 45.0 | 17.1 | 15.0 |
| DiscountCell represented the greatest IRU discount to end users. AT\&T, Verizon and Sprint were good. |  |  |  |  |  |  |  |
| Cost |  |  |  |  |  |  |  |
| DiscountCell had cost significantly lower than all other offerors. DiscountCell garnered all cost points. |  |  |  |  |  |  |  |
| Summary |  |  |  |  |  |  |  |
| With technical score and cost score AT\&T earned 350.6 points, Verizon Wireless earned 354.9 points, DiscountCell earned 618.8 points, Sprint earned 350 points, and T-Mobile earned 322.7 points. With all remaining scores over $70 \%$ of the technical score AT\&T, Verizon, DiscountCell, Sprint and T-Mobile represent a best value to the State. |  |  |  |  |  |  |  |

Award Category 3A

| General Technical Scorable Criteria |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Criteria | Points Possible | AT\&T | Verizon | Sprint | T-Mobile | Vendor A |
| Describe your Reporting | 50 | 31.4 | 32.9 | 31.4 | 30.0 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |  |  |  |
| Employee number and expertise | 60 | 46.3 | 46.3 | 46.3 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 | 62.1 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |  |  |  |
| Customer Service | 50 | 35.7 | 38.6 | 35.7 | 37.1 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |  |  |  |
| Category 3A Criteria |  |  |  |  |  |  |
| Criteria | Points Possible | AT\&T | Verizon | Sprint | T-Mobile | Vendor A |
| Turnkey Offerings | 200 | 160 | 142.9 | 148.6 | 137.1 | 108.6 |
| All offerors represent acceptable turnkey options except Vendor A. |  |  |  |  |  |  |


| Description of Turnkey Planning and Process | 75 | 53.6 | 53.6 | 57.9 | 51.4 | 40.7 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| Service Factors | 50 | 35.7 | 37.1 | 40 | 28.6 | 21.4 |
| All offerors had acceptable proposals for this criteria, with the exception of Vendor A |  |  |  |  |  |  |
| References | 50 | 30 | 30 | 30 | 30 | 10 |
| All references received were nominally Acceptable. Vendor A did not provide reasonable references. |  |  |  |  |  |  |
| Training | 50 | 30 | 30 | 30 | 30 | 27.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| Security | 150 | 94.3 | 94.3 | 98.6 | 90 | 72.9 |
| All offerors provided information regarding security that is effective to varying degrees. |  |  |  |  |  |  |
| Cost |  |  |  |  |  |  |
| Vendor A scored 454.6 and did not advance to the cost evaluation stage ( 532 threshold). Cost evaluation is completed by dividing the total points earned in Stage 2 by the proposed cost for the proposal. Proposals with a cost per point ratio of $300 \%$ or below represent an acceptible Best Value to the State and will be awarded a contract. In this case the best cost per point was 1690.8 by AT\&T. All scores of 5072 or lower will be awarded a contract. |  |  |  |  |  |  |
| Summary |  |  |  |  |  |  |
| Offerors were allowed to submit as many products in each subcategory as they wished to provide. Because of this if any of their products are awarded, the offeror is awarded all products within this award category. AT\&T scored 1690.8, Verizon Scored 4808.6, Sprint scored 2944.0 and T-Mobile scored 1841.5 and all represent a best value to the state. |  |  |  |  |  |  |

## Award Category 3B

| General Technical Scorable Criteria |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Criteria | Points Possible | AT\&T | Verizon | Vendor <br> A | Vendor B | Vendor C |
| Describe your Reporting | 50 | 31.4 | 32.9 | 31.4 | 30.0 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |  |  |  |
| Employee number and expertise | 60 | 46.3 | 46.3 | 46.3 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 | 62.1 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |  |  |  |
| Customer Service | 50 | 35.7 | 38.6 | 35.7 | 37.1 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |  |  |  |
| Category 3B Criteria |  |  |  |  |  |  |
| Criteria | Points Possible | AT\&T | Verizon | Vendor <br> A | Vendor B | Vendor C |
| Turnkey Offerings | 200 | 177.1 | 171.4 | 171.4 | 160 | 137.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| Description of Turnkey <br> Planning and Process | 75 | 53.6 | 53.6 | 57.9 | 47.1 | 40.7 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| Service Factors | 50 | 35.7 | 37.1 | 34.3 | 30 | 27.1 |


| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| References | 50 | 30 | 30 | 30 | 30 | 10 |
| All references received were nominally Acceptable. Vendor A did not provide reasonable references. |  |  |  |  |  |  |
| Training | 50 | 30 | 30 | 30 | 30 | 27.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| Security | 150 | 94.3 | 94.3 | 102.9 | 85.7 | 72.9 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |  |
| Cost |  |  |  |  |  |  |
| Vendor $C$ scored 488.9 and did not advance to the cost stage of the evaluation ( 532 threshold). Cost evaluation is completed by dividing the total points earned in Stage 2 by the proposed cost for the proposal. Proposals with a cost per point ratio of $300 \%$ or below represent an acceptible Best Value to the State and will be awarded a contract. In this case the best cost per point was 32.7 by AT\&T. All scores of 98.1 or lower will be awarded a contract. |  |  |  |  |  |  |
| Summary |  |  |  |  |  |  |
| Offerors were allowed to submit as many products in each subcategory as they wished to provide. Because of this if any of their products are awarded, the offeror is awarded all products within this award category. AT\&T scored 32.7, Verizon Scored 72. They both represent a best value to the state. |  |  |  |  |  |  |

## Award Category 3C

| General Technical Scorable Criteria |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Criteria | Points Possible | AT\&T | Verizon | T-Mobile | Vendor A |
| Describe your Reporting | 50 | 31.4 | 32.9 | 30.0 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |  |  |
| Employee number and expertise | 60 | 46.3 | 46.3 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |  |  |
| Customer Service | 50 | 35.7 | 38.6 | 37.1 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |  |  |
| Category 3C Criteria |  |  |  |  |  |
| Criteria | Points Possible | AT\&T | Verizon | T-Mobile | Vendor A |
| Turnkey Offerings | 200 | 154.3 | 165.7 | 125.7 | 102.9 |
| AT\&T provided the most comprehensive description of its turnkey offerings. All were acceptable except Vendor A. |  |  |  |  |  |
| Description of Turnkey Planning and Process | 75 | 49.3 | 60.0 | 47.1 | 42.9 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |
| Service Factors | 50 | 30.0 | 38.6 | 27.1 | 31.4 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |
| References | 50 | 30.0 | 30.0 | 30.0 | 10.0 |
| All references received were nominally Acceptable. Vendor A did not provide reasonable references. |  |  |  |  |  |
| Training | 50 | 30.0 | 30.0 | 30.0 | 27.1 |


| All offerors had acceptable proposals for this criteria. |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
| Security | 150 | 90.0 | 94.3 | 98.6 |
| None of the proposals had excellent security information included. They were nominally acceptable. |  |  |  |  |
| Cost |  |  |  |  |
| Vendor A scored 461 points and did not advance to the cost stage ( 532 threshold). Cost evaluation is <br> completed by dividing the total points earned in Stage 2 by the proposed cost for the proposal. <br> Proposals with a cost per point ratio of $300 \%$ or below represent an acceptible Best Value to the State <br> and will be awarded a contract. In this case the best cost per point was 516.6 by AT\&T. All scores of <br> 1549.8 or lower will be awarded a contract. <br> Summary <br> Offerors were allowed to submit as many products in each subcategory as they wished to provide. <br> Because of this if any of their products are awarded, the offeror is awarded all products within this <br> award category. AT\&T scored 516.6, Verizon Scored 807.1, T-Mobile scored 850 and all represent a <br> best value to the state. |  |  |  |  |

Award Category 3D

| General Technical Scorable Criteria |  |  |  |
| :---: | :---: | :---: | :---: |
| Criteria | Points Possible | Verizon | Vendor A |
| Describe your Reporting | 50 | 32.9 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |
| Employee number and expertise | 60 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |
| Customer Service | 50 | 38.6 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |
| Category 3D Criteria |  |  |  |
| Criteria | Points Possible | Verizon | Vendor A |
| Turnkey Offerings | 200 | 148.6 | 120.0 |
| All offerors had acceptable proposals for this criteria. |  |  |  |
| Description of Turnkey Planning and Process | 75 | 53.6 | 42.9 |
| Verizon was superior to Vendor A in its description of the planning and process. |  |  |  |
| Service Factors | 50 | 32.9 | 22.9 |
| Vendor A did not describe service factors satisfactorily. |  |  |  |
| References | 50 | 30.0 | 10.0 |
| All references received were nominally Acceptable. Vendor A did not provide reasonable references. |  |  |  |
| Training | 50 | 30.0 | 27.1 |


| Security | 150 | 98.6 | 72.9 |
| :--- | :--- | :--- | :--- |
| None of the proposals had excellent security information included. They were <br> nominally acceptable. |  |  |  |
| Cost |  |  |  |
| Vendor A scored 469.6 points and did not advance to the cost evaluation stage <br> (532 threshold). Verizon offered a 23\% discount off of its catalog/public price <br> and earned all 84.4 cost points. <br> Summary <br> Verizon with a score of 657.8 represents a best value to the State. |  |  |  |

## Award Category 3E

| General Technical Scorable Criteria |  |  |  |
| :---: | :---: | :---: | :---: |
| Criteria | Points Possible | Verizon | Vendor A |
| Describe your Reporting | 50 | 32.9 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |
| Employee number and expertise | 60 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |
| Customer Service | 50 | 38.6 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |
| Category 3E Criteria |  |  |  |
| Criteria | Points Possible | Verizon | Vendor A |
| Turnkey Offerings | 200 | 154.3 | 114.3 |
| Verizon's proposal showed a superior description of their offering in this category. |  |  |  |
| Description of Turnkey Planning and Process | 75 | 53.6 | 32.1 |
| Vendor A did not describe planning and process satisfactorily. |  |  |  |
| Service Factors | 50 | 34.3 | 24.3 |
| Verizon had a superior description of the service factors for its offering. |  |  |  |
| References | 50 | 30.0 | 10.0 |
| All references received were nominally Acceptable. Vendor A did not provide reasonable references. |  |  |  |
| Training | 50 | 30.0 | 27.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |
| Security | 150 | 102.9 | 55.7 |
| Vendor A had little information related to security. Verizon was acceptable. |  |  |  |

Vendor A scored 437.4 points and did not advance to the cost evaluation stage ( 532 threshold). Verizon offered a $23 \%$ discount off of its catalog/public price and earned all 84.4 cost points.
Summary
Verizon with a score of 669.3 represents a best value to the State.

## Award Category 3F

| General Technical Scorable Criteria |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Criteria | Points Possible | Verizon | Sprint | Vendor A |
| Describe your Reporting | 50 | 32.9 | 31.4 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |  |
| Employee number and expertise | 46.3 | 46.3 | 44.6 | 46.3 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |  |
| Customer Service | 50 | 38.6 | 35.7 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |  |
| Category 3F Criteria |  |  |  |  |
| Criteria | Points Possible | Verizon | Sprint | Vendor A |
| Turnkey Offerings | 200 | 148.6 | 137.1 | 114.3 |
| Verizon and Sprint gave a superior description of their offerings in this category. |  |  |  |  |
| Description of Turnkey Planning and Process | 75 | 53.6 | 47.1 | 40.7 |
| Vendor A did not describe planning and process satisfactorily. |  |  |  |  |
| Service Factors | 50 | 32.9 | 30.0 | 25.7 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |
| References | 50 | 30.0 | 30.0 | 10.0 |
| All references received were nominally Acceptable. Vendor A did not provide reasonable references. |  |  |  |  |
| Training | 50 | 30.0 | 30.0 | 27.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |
| Security | 150 | 102.9 | 124.3 | 77.1 |
| Vendor A had little information related to security. Verizon and Sprint were acceptable. |  |  |  |  |
| Cost |  |  |  |  |
| Vendor A scored 468.9 points and did not advance to the cost evaluation stage (532 threshold). Verizon offered a $23 \%$ discount off of its catalog/public price and earned all 84.4 cost points. Sprint offered $5 \%$ off and was awarded 68.4 points |  |  |  |  |
| Summary |  |  |  |  |
| Verizon with a score of 669.3 and Sprint with a score of 642.6 represents a best value to the State. |  |  |  |  |

## Award Category 3G

| General Technical Scorable Criteria |  |  |  |
| :--- | :--- | :--- | :--- |
| Criteria | Points <br> Possible | Verizon | Vendor A |
| Describe your Reporting | 50 | 32.9 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |
| Employee number and expertise | 60 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. |  |  |  |
| They are the leaders in the industry. |  |  |  |

## Award Category 3H

| General Technical Scorable Criteria |  |  |
| :--- | :--- | :--- |
| Criteria | Points <br> Possible | Vendor A |
| Describe your Reporting | 50 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |


| Employee number and expertise | 60 | 44.6 |
| :---: | :---: | :---: |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |
| Years of experience | 75 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |
| Customer Service | 50 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |
| Category 3H Criteria |  |  |
| Criteria | Points Possible | Vendor A |
| Turnkey Offerings | 200 | 148.6 |
| The Turnkey description was acceptable. |  |  |
| Description of Turnkey Planning and Process | 75 | 55.7 |
| Description as exceptable. |  |  |
| Service Factors | 50 | 31.4 |
| This criteria was acceptable to the committee. |  |  |
| References | 50 | 10.0 |
| All references received were nominally Acceptable. Vendor A did not provide reasonable references. |  |  |
| Training | 50 | 27.1 |
| This criteria was acceptable to the committee. |  |  |
| Security | 150 | 68.6 |
| The Security description by Vendor A was deficient to the committee. |  |  |
| Cost |  |  |
| Vendor A scored 515.3 points and did not advance to the cost evaluation stage ( 532 threshold). No other offerors were considered. |  |  |
| Summary |  |  |
| No Offerors were considered a best | to t |  |

## Award Category 31

| General Technical Scorable Criteria |  |  |  |
| :---: | :---: | :---: | :---: |
| Criteria | Points Possible | Verizon | Vendor A |
| Describe your Reporting | 50 | 32.9 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |
| Employee number and expertise | 60 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |
| Customer Service | 50 | 38.6 | 32.9 |


| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |
| :---: | :---: | :---: | :---: |
| Category 31 Criteria |  |  |  |
| Criteria | Points Possible | Verizon | Vendor A |
| Turnkey Offerings | 200 | 160.0 | 131.4 |
| Verizon provided a comprehensive description of its offerings. |  |  |  |
| Description of Turnkey Planning and Process | 75 | 60.0 | 47.1 |
| Verizon described its planning and process satisfactorily. |  |  |  |
| Service Factors | 50 | 38.6 | 30.0 |
| All offerors had acceptable proposals for this criteria. |  |  |  |
| References | 50 | 30.0 | 10.0 |
| All references received were nominally Acceptable. Vendor A did not provide reasonable references. |  |  |  |
| Training | 50 | 30.0 | 27.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |
| Security | 150 | 102.9 | 81.4 |
| None of the proposals had excellent security information included. They were nominally acceptable. |  |  |  |
| Cost |  |  |  |
| Vendor A scored 501 points and did not advance to the cost evaluation stage ( 532 threshold). Verizon offered a $25 \%$ discount off of its catalog/public price and earned all 84.4 cost points. |  |  |  |
| Summary |  |  |  |
| Verizon with a score of 685.7 represents a best value to the State. |  |  |  |

## Award Category 3J

| General Technical Scorable Criteria |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Criteria | Points Possible | Verizon | Vendor A | Vendor B |
| Describe your Reporting | 50 | 32.9 | 30.0 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |  |
| Employee number and expertise | 46.3 | 46.3 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |  |
| Customer Service | 50 | 38.6 | 37.1 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |  |
| Category 3J Criteria |  |  |  |  |
| Criteria | Points Possible | Verizon | Vendor A | Vendor B |
| Turnkey Offerings | 200 | 148.6 | 114.3 | 102.9 |


| Description of Turnkey Planning and Process | 75 | 55.7 | 40.7 | 38.6 |
| :---: | :---: | :---: | :---: | :---: |
| Verizon described its planning and process satisfactorily. |  |  |  |  |
| Service Factors | 50 | 37.1 | 27.1 | 27.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |
| References | 50 | 30.0 | 30.0 | 10.0 |
| All references received were nominally Acceptable. Vendor A did not provide reasonable references. |  |  |  |  |
| Training | 50 | 30.0 | 30.0 | 27.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |
| Security | 150 | 102.9 | 81.4 | 68.6 |
| None of the proposals had excellent security information included. They were nominally acceptable except for Vendor B. |  |  |  |  |
| Cost |  |  |  |  |
| Vendor A scored 499 points and did not advance to the cost evaluation stage ( 532 threshold). Vendor B scored 448.1 points and did not advance to the cost evaluation stage (532 threshold). Verizon offered a $23 \%$ discount off of its catalog/public price and earned all 84.4 cost points. |  |  |  |  |
| Summary |  |  |  |  |
| Verizon with a score of 668.5 represen | s a b | alue to |  |  |

## Award Category 3K

| General Technical Scorable Criteria |  |  |  |
| :---: | :---: | :---: | :---: |
| Criteria | Points Possible | Vendor A | Vendor B |
| Describe your Reporting | 50 | 30.0 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |
| Employee number and expertise | 60 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |
| Customer Service | 50 | 37.1 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |
| Category 3K Criteria |  |  |  |
| Criteria | Points Possible | Vendor A | Vendor B |
| Turnkey Offerings | 200 | 120.0 | 114.3 |
| The Turnkey descriptions were acceptable. |  |  |  |
| Description of Turnkey Planning and Process | 75 | 40.7 | 36.4 |
| Description as exceptable. |  |  |  |
| Service Factors | 50 | 27.1 | 24.3 |
| This criteria was acceptable to the committee. |  |  |  |


| References | 50 | 30.0 | 10.0 |
| :--- | :--- | :--- | :--- |
| All references received were nominally Acceptable. Vendor A did not provide |  |  |  |
| reasonable references. |  |  |  |

## Award Category 3L

| Criteria | Points Possible | Vendor A | Vendor B |
| :---: | :---: | :---: | :---: |
| Describe your Reporting | 50 | 30.0 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |
| Employee number and expertise | 60 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |
| Customer Service | 50 | 37.1 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |
| Category 3L Criteria |  |  |  |
| Criteria | Points Possible | Vendor A | Vendor B |
| Turnkey Offerings | 200 | 114.3 | 108.6 |
| The Turnkey descriptions were acceptable. |  |  |  |
| Description of Turnkey Planning and Process | 75 | 40.7 | 40.7 |
| Description as exceptable. |  |  |  |
| Service Factors | 50 | 25.7 | 27.1 |
| This criteria was acceptable to the committee. |  |  |  |
| References | 50 | 30.0 | 10.0 |
| All references received were nominally Acceptable. Vendor A did not provide reasonable references. |  |  |  |
| Training | 50 | 30.0 | 27.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |
| Security | 150 | 81.4 | 60.0 |

The Security description by neither vendor was sufficient to the committee.
Cost
Vendor A scored 497.7 points and did not advance to the cost evaluation stage ( 532 threshold). Vendor B scored 447.4 points and did not advance to the cost evaluation stage ( 532 threshold). No other offerors were considered.

Summary
No Offerors were considered a best value to the State.

## Award Category 3M

| General Technical Scorable Criteria |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Criteria | Points Possible | Verizon Wireless | Sprint | Vendor A | Vendor B |
| Describe your Reporting | 50 | 32.9 | 31.4 | 30.0 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |  |  |
| Employee number and expertise | 60 | 46.3 | 46.3 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |  |  |
| Customer Service | 50 | 38.6 | 35.7 | 37.1 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |  |  |
| Category 3M Criteria |  |  |  |  |  |
| Criteria | Points Possible | Verizon Wireless | Sprint | Vendor A | Vendor B |
| Turnkey Offerings | 200 | 148.6 | 125.7 | 131.4 | 125.7 |
| All Turnkey descriptions were acceptable. |  |  |  |  |  |
| Description of Turnkey Planning and Process | 75 | 53.6 | 47.1 | 47.1 | 42.9 |
| Description as exceptable. |  |  |  |  |  |
| Service Factors | 50 | 32.9 | 28.6 | 28.6 | 28.6 |
| This criteria was acceptable to the committee. |  |  |  |  |  |
| References | 50 | 30.0 | 30.0 | 30.0 | 10.0 |
| All references received were nominally Acceptable. Vendor A did not provide reasonable references. |  |  |  |  |  |
| Training | 50 | 30.0 | 30.0 | 30.0 | 27.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |
| Security | 150 | 98.6 | 98.6 | 85.7 | 68.6 |
| The Security description by neither vendor was sufficient to the committee with the exception of Vendor B. |  |  |  |  |  |
| Cost |  |  |  |  |  |
| Vendor A scored 528.4 points and did not advance to the cost evaluation stage ( 532 threshold). Vendor B scored 476.7 points and did not advance to the cost evaluation stage ( 532 threshold). Verizon offered a $25 \%$ discount off of its catalog/public price and earned all 21.1 cost points. Sprint offered a $100 \%$ discount off of its catalog/public price and earned all 84.4 cost points. |  |  |  |  |  |
| Summary |  |  |  |  |  |
| Verizon with a score of 668.5 and Sprint with a score of 620 represent a best value to the State. |  |  |  |  |  |

## Award Category 3N

| General Technical Scorable Criteria |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Criteria | Points Possible | Verizon Wireless | Sprint | Vendor A | Vendor B |
| Describe your Reporting | 50 | 32.9 | 31.4 | 30.0 | 34.3 |
| All offerors provided acceptable reporting commitments. |  |  |  |  |  |
| Employee number and expertise | 60 | 46.3 | 46.3 | 46.3 | 44.6 |
| All offerors who submitted had excellent employee numbers and expertise. They are the leaders in the industry. |  |  |  |  |  |
| Years of experience | 75 | 62.1 | 62.1 | 62.1 | 62.1 |
| Similarly, the offerors in this category demonstrated excellent experience in the industry. |  |  |  |  |  |
| Customer Service | 50 | 38.6 | 35.7 | 37.1 | 32.9 |
| All of the offerors demonstrated acceptable customer service commitments in their proposals. |  |  |  |  |  |
| Category 3M Criteria |  |  |  |  |  |
| Criteria | Points Possible | Verizon Wireless | Sprint | Vendor A | Vendor B |
| Turnkey Offerings | 200 | 142.9 | 131.4 | 137.1 | 114.3 |
| All Turnkey descriptions were acceptable. |  |  |  |  |  |
| Description of Turnkey Planning and Process | 75 | 51.4 | 45.0 | 45.0 | 45.0 |
| Description as exceptable. |  |  |  |  |  |
| Service Factors | 50 | 34.3 | 30.0 | 25.7 | 27.1 |
| This criteria was acceptable to the committee. |  |  |  |  |  |
| References | 50 | 30.0 | 30.0 | 30.0 | 10.0 |
| All references received were nominally Acceptable. Vendor A did not provide reasonable references. |  |  |  |  |  |
| Training | 50 | 30.0 | 30.0 | 30.0 | 27.1 |
| All offerors had acceptable proposals for this criteria. |  |  |  |  |  |
| Security | 150 | 102.9 | 98.6 | 81.4 | 68.6 |
| The Security description by neither vendor was sufficient to the committee with the exception of Vendor B. |  |  |  |  |  |
| Cost |  |  |  |  |  |
| Vendor A scored 524.9 points and did not advance to the cost evaluation stage ( 532 threshold). Vendor B scored 466 points and did not advance to the cost evaluation stage ( 532 threshold). Verizon offered a $25 \%$ discount off of its catalog/public price and earned all 21.1 cost points. Sprint offered a $100 \%$ discount off of its catalog/public price and earned all 84.4 cost points. |  |  |  |  |  |
| Summary |  |  |  |  |  |
| Verizon with a score of 592.4 and Sprint with a score of 625 represent a best value to the State. |  |  |  |  |  |

## Award Category 4

| General Technical Scorable Criteria |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
| Criteria | Points <br> Possible | Hughes | Vendor A | Vendor B |
| Describe your Reporting | 50 | 31.4 | 10.0 | 30.0 |
| All offerors provided acceptable reporting commitments. |  |  |  |  |


| Employee number and expertise | 50 | 41.1 | 46.3 | 22.3 |
| :---: | :---: | :---: | :---: | :---: |
| Hughes and Vendor A demonstrated acceptable employee count and expertise. Vendor B did not demonstrate any expertise of employees in the paperwork. |  |  |  |  |
| Years of experience | 75 | 53.6 | 62.1 | 36.4 |
| Vendor A and Hughes demonstrated significant experience in the field with Vendor B lacking support for their experience. |  |  |  |  |
| Customer Service | 50 | 30 | 35.7 | 10.0 |
| Hughes and Vendor A both demonstrated acceptable customer service commitments. Vendor B did not support any customer service commitments in their proposal. |  |  |  |  |
| Category 4 Criteria |  |  |  |  |
| Criteria | Points Possible | Hughes | Vendor A | Vendor B |
| Service Offerings | 225 | 173.6 | 128.6 | 135.0 |
| Hughes offerings were significantly more comprehensive and better described by Vendor A and $B$. |  |  |  |  |
| Infrastructure and Coverage | 150 | 115.7 | 85.7 | 72.9 |
| Hughes adequately described its infrastructure and coverage. |  |  |  |  |
| References | 100 | 62.9 | 31.4 | 20.0 |
| All references received were nominally Acceptable. Vendor B did not provide reasonable references. |  |  |  |  |
| Security | 150 | 111.4 | 85.7 | 34.3 |
| Hughes addressed security in its presentation. |  |  |  |  |
| Cost |  |  |  |  |
| Vendor A scored 507 points and did not advance to the cost evaluation stage ( 532 threshold). Vendor B scored 340.9 points and did not advance to the cost evaluation stage (532 threshold). |  |  |  |  |
| Summary |  |  |  |  |
| Offerors were allowed to submit as many products in each subcategory as they wished to provide. Because of this if any of their products are awarded, the offeror is awarded all products within this award category. Hughes scored 183.6 and was the only remaining offeror in the award category. Hughes represents a best value to the state. |  |  |  |  |

## FINAL CONCLUSION

For all award categories, the above-recommended offerors presented strong technical experience, demonstrated expertise as reflected in the assigned points. This technical score along with the cost methodology leads the committee to this recommendation. It is the opinion of the State Evaluation Committee that an award of multiple contracts to the offerors listed in Section A, and that they represent best value to the State.

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.


| Docusigned by: |  |
| :--- | :--- |
| $\sim-$ Ont | $10 / 16 / 2020$ |


David Bezzant Vice President

Type or Print Name and Title

STATE
$\qquad$


| 801-957-7151 | N/A | ctjennings@utah.gov |
| :---: | :---: | :---: |
| Telephone Number | Fax Number | Email |











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## NASPO ValuePoint

PARTICIPATING ADDENDUM

## WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement \#: MA176
Contractor: T-MOBILE USA, INC.
Participating Entity: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FL ("BC" or the
"College")

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 in Section 12 "Participating Entity's Additions or Modifications".
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:
a) This PA;
b.) Federally Funded Projects Addendum; and
c.) The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

## 5. [intentionally omitted]

6. Purchase Order Instructions: 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:

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.

## NASPO ValuePoint

## PARTICIPATING ADDENDUM

## WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah
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 |
| Telephone: | (425) 383-4000 |
| Email: | David.Bezzant@T-Mobile.com |

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 |
| Email: | Legal Government Contracts@T-Mobille.com |

Participating Entity:

| Name: | Christian Block |
| ---: | :--- |
| Address: | 6400 NW 6 ${ }^{\text {th }}$ Way, Fort Lauderdale, Florida 33309 |
| Telephone: | $(954)$ 201-2681 |
| Email: | cblock@,broward.edu |

For Legal Notice to Participating Entity - send a copy to:

| Name: | Office of General Counsel |
| ---: | :--- |
| Address: | 111 East Las Olas Boulevard, $5^{\text {th }}$ Floor, Fort Lauderdale, Florida 33301 |
| Email: | legalservices@broward.edu |

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 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.

## PARTICIPATING ADDENDUM

## WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

12. Participating Entity's Additions or Modifications<br>12.1 Payment.<br>Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit.

The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables.

In lieu of all provisions in the Master Agreement pertaining to penalties for late payment, if BC does not issue payment within thirty (30) days of receipt of an undisputed invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

If the term of the PA is beyond the current fiscal year for the State of Florida, BC's performance and obligation to pay under this PA is contingent upon an annual appropriation by the Legislature. BC's written notice of termination of non-appropriation will also be provided to Vendor at least thirty (30) days before the effective date of termination.

The responsibility of and liability for taxes, fees, and surcharges shall be in accordance with Attachment AA, "Contractor's Special Terms and Conditions", Section 6, "Taxes, Fees and Surcharges", of the Master Agreement. s
$B C$ shall provide an appropriate exemption certificate.
In addition, if $B C$ disputes a charge in good faith, $B C$ may withhold payment of that charge if $B C A$ ) pays all undisputed charges on or prior to the Due Date; and (B) within 30 days of the Due Date, provides Vendor with a written explanation of BC's reasons for disputing the charge. BC must cooperate with Vendor to resolve promptly any disputed charge. If Vendor determines, in good faith, that the disputed charge is valid, Vendor will notify BC and, within five business days of receiving notice, BC must pay the charge or cooperate with the Vendor to resolve the disputed charge(s). If Vendor determines, in good faith, that the disputed charge is invalid, Vendor will credit the invalid charge.
12.2Relationship of the Parties. Pursuant to Section 26, "Independent Contractor" of the Master Agreement, each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.
12.3Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same. If Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other PA requirements provided by law, Vendor must comply with public records laws, and shall:
(a) Keep and maintain public records required by $B C$ to perform the service.
(b) Upon request from BC, provide BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the PA term and following completion of the PA if Vendor does not transfer the records to $B C$.
(d) Upon completion of the PA, transfer, at no cost, to BC all public records in possession of Vendor or keep and maintain public records required by BC to perform the service. If Vendor transfers all public records to BC upon completion of the PA, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the PA, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to $B C$, upon request from BC's custodian of public records, in a format that is compatible with the information technology systems of BC.
(e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PA, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, \#523, FORT LAUDERDALE, FL 33301.

## PARTICIPATING ADDENDUM

## WIRELESS, DATA, VOICE AND ACCESSORIES

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IN ADDITION, VENDOR ACKNOWLEDGES THAT THE BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS PA. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS PA WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS PA AND BE GROUNDS FOR TERMINATION.
12.4Sovereign Immunity. In accordance with Section 33, "No Waiver of Sovereign Immunity", nothing in the PA shall act or be construed to increase or alter BC's liability for tort claims beyond the waiver of sovereign immunity limits set forth in Section 768.28, Florida Statutes.
12.5Compliance. In its performance relating to this PA, Vendor shall, at its own expense, at all times in the term, do the following:
a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements related to the Products and Services Vendor is offering to BC under the Master Agreement; and
c. Privacy: In accordance with Attachment AA Contractor's Special Terms and Conditions, Section 7, "Privacy" and Section 11, "Account Management (Purchasing Entity Authorization), Paragraph (c) of the Master Agreement, Vendor will comply with any applicable state and federal laws governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected information (as may be defined by state or federal law), including, but not limited to, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor. T-Mobile Privacy Center | Privacy Policies \& Data Controls
12.6E-Verify. If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this PA. The Vendor shall also require all subcontractors performing work under this PA to use the E-Verify system for any employees they may hire during the term of this PA. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the PA, and the College may terminate the PA at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.

### 12.7General Provisions.

a. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this PA shall not be, ineligible for the award or continuation of this PA under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this PA may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

## b. Intentionally Omitted.

c. Marketing. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the PA or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use, not to be unreasonably withheld.
d. Insurance. BC , as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the PA and at BC's request, include BC as additional insured on Vendor's liability policies (excluding Professional and/or

PARTICIPATING ADDENDUM

## WIRELESS, DATA, VOICE AND ACCESSORIES

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Cyber Liability). All policies shall be in a form and with commercially reasonable deductible satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of insurance shall be provided to BC upon request and timely renewals of such insurance shall be provided to $B C$. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving BC thirty (30) days' written notice prior to the effective date of cancellation. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against $B C$ for any loss or damage arising from any cause covered by any insurance required to be carried under the PA by any other insurance actually carried by Vendor. In the event a claim that gives rise to a coverage question, Vendor may provide a copy of the applicable insurance policies giving rise to such question, upon request.
e. Third Parties. BC is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiaries to the PA.
f. Governing Law. The PA is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.
g. Travel Expenses. To the extent applicable, if BC is responsible for reimbursing Vendor for travel expenses pursuant to the PA, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061 , F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing.
h. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the PA.
i. Termination. Upon giving at least thirty (30) days' advance written notice to Vendor, BC may terminate the PA in whole or in part, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the PA prior to the effective date of termination. BC shall not be liable for any early termination charges.
j. Records. Vendor agrees to keep and maintain, separate and independent records pertinent to the performance of the PA, in accordance with generally accepted accounting principles. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the PA.

For any audit performed, the College 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 PA. These audit records are subject to confidentiality obligations by the College or any third-party agent performing this audit on behalf of the College. 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 College or discussion between the third-party auditor and the College for the purposes of performing an audit.
k. Deletion. In accordance with Florida law, to the extent applicable, any term and/or condition in the PA on the following subject matters are hereby deleted in their entirety and declared null and void: (a) grants of exclusivity by BC to Vendor; (b) restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) automatic renewals of the term of the PA; (e) limitations of time to bring suit or claims; (f) granting Vendor any right to audit BC; (g) Attorneys' or collection fees provisions; (h) arbitration and mediation clauses; and (i) indemnification of Vendor by BC.
I. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the PA without the prior written consent of BC, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the PA.

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate the Federally

## NASPO ValuePoint

## PARTICIPATING ADDENDUM

## WIRELESS, DATA, VOICE AND ACCESSORIES

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Funded Projects Addendum into the PA between Broward College and Vendor, as attached hereto.
The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

| Participating Entity: <br> The District Board of Trustees of Broward College, FL | Contractor: <br> T-Mobile USA, Inc. |
| :---: | :---: |
|  |  |
| Title: SVP Finance \& Operations | Title: Director, Public Sector \& Education - South Region |
| Date: 8/24/2021 | Date: $8 / 24 / 2021$ |
|  | Approved As To Legal Form: <br> DocuSigned by: <br> Buct hawzon <br> Bret hawawsqd, Senior Corporate Counsel <br> T-Mobile USA, Inc. Legal Department Date: 8/24/2021 |

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 or the NASPO ValuePoint team at ccc@naspovaluepoint.org.
***Attach Exhibit 1 if necessary - Participating Entity Modifications or Additions***
Contractor - email a fully executed PDF copy of this document to:PA@naspovaluepoint.org
To support documentation of participation and posting in appropriate databases

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

## NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

A. Contracts for more than the simplified acquisition threshold currently set at $\mathbf{\$ 2 5 0 , 0 0 0}$, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
B. Equal Employment Opportunity - Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R.
$\S \S 60-1.4,60-300.5(a), 60-741.5(a), 61-300.10$, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
C. Rights to Inventions Made Under a Contract or Agreement - If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awardingagency.
D. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - If the Purchase Order amount exceeds $\$ 100,000$, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - If the Purchase Order amount is for $\$ 100,000$ or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
F. Debarment and Suspension (E.O.s 12549 and 12689) - Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, $\$ 100,000$ ), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
G. Records Access - (Contracts in excess of $\$ 100,000$ ). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
H. Energy Policy and Conservation - Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
I. Procurement of Recovered Materials - Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
J. Waste Disposal Act - Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in PUR-10

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guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $\$ 10,000$ or the value of the quantity acquired by the preceding fiscal year exceeded $\$ 10,000$; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
K. Buy America Provisions - The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
L. Records Retention Requirements - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR $\S 200.333$ for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

## CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:
M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - (Applies to contracts or purchase orders in excess of $\$ 2000$ for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18
U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
N. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of $\mathbf{\$ 2 , 0 0 0 . 0 0}$ ) - If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
O. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - (Applies to purchase orders in excess of $\$ 2000$ for construction projects and purchase orders in excess of $\$ 2500$ for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than $1 \frac{1}{2}$ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name:T-Mobile USA, Inc.
Address, City, State, and Zip Code: 12920 SE 38th Street, Bellevue, WA 98006
Phone Number: 786-246-8600
Printed Name and Title of Authorized Representative: Peter Vargas, Director, Public Sector \& Education - South Region
Email Address: Peter.Vargas@T-Mobile.com
Signature of Authorized Representative: $\begin{aligned} & \text { Docusigned by: } \\ & \text { Peter Vargas }\end{aligned}$
Date: ${ }^{8 / 24 / 2021}$
Approved As to Legal Form:

PUR-10

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