

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

DECEMBER 1, 2020

TITLE:

**AGREEMENT WITH VERIZON WIRELESS
FOR WIRELESS DATA, VOICE, AND
ACCESSORIES IN AN ANNUAL
AGGREGATE AMOUNT NOT TO EXCEED
\$700,000 THROUGH AUGUST 11, 2024
(NON-GENERAL FUND)**

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

/s/ Kristine Ridge

CITY MANAGER

RECOMMENDED ACTION

Authorize the City Manager to execute an agreement with Cellco Partnership, DBA Verizon Wireless, for wireless data, voice, and accessories for a period beginning December 1, 2020, and expiring August 11, 2024, in an annual aggregate amount of \$700,000, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The City of Santa Ana utilizes cellular devices for various telephone and data communications needs. Staff who are required to conduct business away from the office may be issued a City cell device such as a phone, MiFi device, a laptop or tablet with cellular service. In addition to staff, the Santa Ana Library maintains a fleet of MiFi devices that are made available for check-out by patrons in order to provide internet WiFi access. The City currently has 610 active cellular lines. Verizon Wireless also provides discounted pricing for the purchase of cellular devices for use with the City's government account.

Santa Ana City Ordinance No. NS-2312 authorizes the City to purchase against contracts from any public agency utilizing a competitive bid process. Verizon Wireless offers the National Association of States Procurement Officials (NASPO) Valuepoint national cooperative contract for wireless data, voice, and accessories. The City has been purchasing Verizon Wireless products and services using the NASPO 1907 master agreement, which is set to expire on December 31, 2020. The new NASPO master contract was awarded as a result of open, competitive bidding conducted by the State of Utah, resulting in master agreement #MA152 (Exhibit 3). NASPO makes the information available as a cooperative purchasing agreement on behalf of all nationwide governmental and public agencies (Exhibits 1 and 2), and meets the City's procurement requirements set to expire on August 11, 2024. The State of California allows participation in the NASPO Value Point Master Agreement by non-state entities subject to approval of the California Department of General Services. The City must enter into this new agreement in order to continue to receive the government discounts.

FISCAL IMPACT

Funds for the duration of the contract period will be included in the Communications expense account (No. 62010) of various departments.

Not-to-exceed amounts for each remaining year of the blanket agreements would be as follows:

Agreement Term	Not-To-Exceed Amount
December 2020 – November 2021	\$700,000
December 2021 – November 2022	\$700,000
December 2022 – November 2023	\$700,000
December 2023 – August 2024	\$700,000

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Jack Ciulla, Chief Technology Innovations Officer – Information Technology Department

Exhibits: 1. NASPO 152 Participating Agreement
 2. Participation in NASPO ValuePoint Master Agreements-California
 3. NASPO Master Agreement



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**

Participating Entity: City of Santa Ana

1. Scope: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the "Master Agreement". This Participating Addendum applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state's statutes to purchase under state/entity contracts. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

3. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the "Parties") acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the Master Agreement.

All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA152.

4. Individual Customer: Except to the extent modified by this Participating Addendum, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement (except to the extent modified by this 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 Master Agreement and this Participating Addendum, and calculating the administrative fees.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name:	Christopher T. Jennings, J.D, Assistant Director,
Address:	3140 State Office Building, Salt Lake City, Utah
Telephone:	(801) 538-3157
Email:	ctjennings@utah.gov

Contractor

Name:	Doug Robertson, Senior Manager- Contract Management
Address:	15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson
Telephone:	(949) 246-8700
Email:	Doug.Robertson@vzw.com

Participating Entity

Name:	Jack Ciulla, Chief Technology Innovations Officer City of Santa Ana
Street Address:	20 Civic Center Plaza, M-42
City, State, Zip:	Santa Ana, California 92702
Telephone:	(714) 647-5381
Email:	JCiulla@santa-ana.org



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

6. Entire Agreement: This Participating Addendum, and the Master Agreement (number MA152 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the respective Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary Parties

The Parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: City of Santa Ana	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature:	Signature:
Printed Name: See attached signature page	Printed Name: Todd Loccisano
Title:	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

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***

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Acting Chief Assistant City Attorney

RECOMMENDED FOR APPROVAL:

JACK CIULLA
Chief Technology Innovations Officer

[Signature Page-Verizon NASPO Value Point Participating Agreement]



**PARTICIPATION IN NASPO VALUEPOINT MASTER AGREEMENTS
BY
NON-STATE ENTITIES IN THE STATE OF CALIFORNIA**

When the State of California does not have a statewide Participating Addendum (PA) with a NASPO ValuePoint contractor, a non-state entity must submit a request to the Department of General Services (DGS) for authorization to enter into a Participating Addendum under the entity's own authority. The request is to be sent on the entity's official letterhead.

A copy of the sample letter that DGS requests is included with this document. The completed letter can be sent to Yolanda Tutt in DGS at Yolanda.Tutt@dgs.ca.gov as an attachment to an email. Once approval has been obtained from DGS, the non-state entity may enter into a Participating Addendum with the contractor. A model PA document is available on the NASPO ValuePoint website.

Scanned copies of all executed participating addendums must be sent to NASPO ValuePoint by email in PDF format to PA@NASPOValuePoint.org.

Questions regarding this notice may be sent to the NASPO ValuePoint Cooperative Contract Coordinator Team by email at CCC@naspovaluepoint.org.

Effective Date: May 12, 2020
Jeff Holden, Cooperative Contract Coordinator

SAMPLE

Local Government Request For NASPO ValuePoint Agreements

AGENCY LETTERHEAD

DATE

Department of General Services
Procurement Division
Master Agreements Unit 2
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

Attention: Stephanie Lim, Master Agreements Unit 2, Supervisor

Subject: Request to Establish NASPO ValuePoint Participating Addendum

On behalf of the <Local Governmental Agency Name>, I request the State of California Chief Procurement Officer's approval to establish a Participating Addendum for the following NASPO ValuePoint Agreement(s).

NASPO ValuePoint Agreement #:	<u><Individual Agreement Number or "various"></u>
Title (Products/Services):	<u><Title of Agreement></u>
Contractor Name:	<u><Individual Contractor Name or "all"></u>
Lead State:	<u><State – e.g. Utah, Arizona, etc.></u>

Please phone or email me at <phone> or <email> if you wish to discuss this request.

Thank you,

NAME BLOCK

MAYOR
Miguel A. Pulido
MAYOR PRO TEM
Juan Villegas
COUNCILMEMBERS
Phil Bacerra
Nelida Mendoza
David Penalzoza
Vicente Sarmiento
Jose Solorio



CITY MANAGER
Kristine Ridge
CITY ATTORNEY
Sonia R. Carvalho
CLERK OF THE COUNCIL
Daisy Gomez

CITY OF SANTA ANA

CITY MANAGER'S OFFICE
20 Civic Center Plaza • P.O. Box 1988
Santa Ana, California 92702
www.santa-ana.org

October 28, 2020

Department of General Services
Procurement Division
Master Agreements Unit 2
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

Attention: Stephanie Lim, Master Agreements Unit 2, Supervisor

Subject: Request to Establish NASPO ValuePoint Participating Addendum

On behalf of the City of Santa Ana, I request the State of California Chief Procurement Officer's approval to establish a Participating Addendum for the following NASPO ValuePoint Agreement(s).

NASPO ValuePoint Agreement #:	<u>Master Service Contract — #MA152</u>
Title (Products/Service)	<u>NASPO 152 Participating Agreement</u>
Contractor Name	<u>Cellco Partnership, D/B/A Verizon Wireless</u>
Lead State:	<u>Utah</u>

Please feel free to call me at 714-647-5200 if you wish to discuss this request.

Sincerely,

Kristine Ridge
City Manager

SANTA ANA CITY COUNCIL

Miguel A. Pulido
Mayor
mpulido@santa-ana.org

Juan Villegas
Mayor Pro Tem, Ward 5
villegas@santa-ana.org

Vicente Sarmiento
Ward 1
vsarmiento@santa-ana.org

David Penalzoza
Ward 2
dpenalzoza@santa-ana.org

Jose Solorio
Ward 3
jsolorio@santa-ana.org

Phil Bacerra
Ward 4
pbacerra@santa-ana.org

Nelida Mendoza
Ward 6
nmendoza@santa-ana.org



Contract#: MA 152-1

STATE OF UTAH COOPERATIVE CONTRACT

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

Cellco Partnership d/b/a Verizon Wireless

Name

10170 Junction Drive

Street Address

Annapolis Junction

MD

20701

City

State

Zip

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

Contact Name: Doug Robertson Phone Number: 949-249-8700 Email: doug.robertson@verizonwireless.com

2. CONTRACT PORTFOLIO NAME: NASPO ValuePoint Wireless Data, Voice, and Accessories.
3. GENERAL PURPOSE OF CONTRACT: Wireless Data, Voice, and Accessories.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY 2019, Solicitation# CJ 18012
5. CONTRACT PERIOD: Effective Date: Monday, August 12, 2019 Termination Date: Sunday, August 11, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract.
6. Administrative Fee (if any): 0.25% on Corporate/Government Responsible (CRU) accounts and 0.10% on Individual Responsible ORV.
7. Prompt Payment Discount Details (if any): 5 Year contract that may be extended an additional 5 years.
8. ATTACHMENT A: Master Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Cost Sheet
ATTACHMENT G: Plan Description
ATTACHMENT H: Award Category 1 Reporting Template
ATTACHMENT I: Award Category 2 Reporting Template
ATTACHMENT J: Award Category 3 Reporting Template
ATTACHMENT L: Network Technology Questionnaire
ATTACHMENT M: New Product Request Form
ATTACHMENT N: New Product Log
ATTACHMENTS: Security Disclosures
ATTACHMENT V: Award Category Sheet
ATTACHMENT W: Award Category Sheet
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #CJ18012.
10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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

CONTRACTOR

DIVISION OF PURCHASING

Contractor's signature

08/09/2019

Date

Director, Division of Purchasing

Date

Todd Loccisano, VP - Contract Management

Type or Print Name and Title

25A-11



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

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

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order and/or an attached Specifications or Statement of Work (SOW) for Category 3 of the Solicitation
- (5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- (6) The Solicitation, NASPO ValuePoint - Wireless Data, Voice, and Accessories # CJ18012.

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

2. Definitions

Acceptance is defined by the Uniform Commercial Code (UCC) or the applicable state commercial code to the extent required by law. Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

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

Corporate/Government Responsible (CRU) accounts means Products purchased by a Purchasing Entity under this Master Agreement.

Embedded Software means one or more software applications which come preloaded on Equipment by the manufacturer, but does not include SaaS or subscription software subject to a separate license agreement.

Equipment means any device and accessory sold under this Master Agreement.

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

Individual Responsible (IRU) Accounts means purchases made by employees of a Participating State or Purchasing Entity for personal use.

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

Master Agreement means the underlying agreement executed by and between the Lead State and the Contractor, as now or hereafter amended.

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

NASPO ValuePoint Administrative Fee means the payment based on the amount of CRU and IRU Account gross sales less any discounts, credits, taxes, fees, and shipping. The NASPO Administrative Fee for IRU Accounts shall be calculated based only on Products purchased and receiving a discount under this Master Agreement.

Order or Purchase Order means any written purchase order, sales order, contract or other document used by a Participating Entity or Purchasing Entity to order the Products. Purchase Orders shall not have additional terms and conditions that are not required by law or regulation. Purchase Order terms and conditions that conflict with this Master Agreement or a Participating Addendum will be considered void.

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

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

Participating Addendum.

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

Product means any Equipment, software (including Embedded Software), software as a service ("SaaS"), documentation, professional services, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

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

Statement of Work (SOW) means a document that details the work of Category 3 Products and clarifies deliverables, costs, and timelines.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

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

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

4. Amendments

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

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum or other documentation acceptable to the Participating Entity and Contractor is executed. Additional methods of ordering may be utilized if agreed to by the Lead State, NASPO and the Contractor in writing. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Purchasing Entity , except to the extent altered, modified, supplemented or amended by a Participating Addendum or Statement of Work (or included in a Purchase Order, as expressly required by a Purchasing Entity's laws or regulations). By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by a Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies and political subdivisions are subject to the approval of the respective State Chief Procurement Official. Other Participating Entities (including cooperatives) authorized by individual state statutes to use state contracts including Native American government tribes and non-profit organizations, may be subject to the approval of the respective State Chief Procurement Official and/or their respective procurement rules. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

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

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments to the Master Agreement; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be

void and of no effect.

f. Participating Entities, which are not states, may under some circumstances sign their own Participating Addendum. To the extent required by NASPO ValuePoint's cooperative purchasing program, or as otherwise may be required by applicable law, Participating Entities may be subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Requests for such participation are to be made through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum or placement of a purchase order, is not a determination that procurement authority exists in the Participating Entity; each entity must ensure that it has the requisite procurement authority to execute a Participating Addendum or to place an order under the Master Agreement.

g. Resale. "Resale" means any payment in exchange for transfer of Products or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products for official use only; sales of Equipment to the general public or the Purchasing Entity's employees as surplus property in compliance with the Purchasing Entity's Surplus Property Program; and fees associated with inventory transactions with other governmental or nonprofit entities consistent with a Purchasing Entity's applicable laws and regulations, Participating Addendum, Purchase Order and/or User Agreement. Purchasing Entities are responsible for any taxes associated with the resale of surplus property. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

If fraud or abuse is discovered (e.g., such as a repeated pattern of purchasing discounted devices with service and disconnecting the service prior to the termination of the order or purchasing an excessive number of accessories compared to the number of active lines on the account), Contractor reserves the right to charge the full retail value for the Equipment and terminate the Participating Addendum and/or Order.

6. Administrative Fees

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

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the

Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to reports required by this solicitation or otherwise agreed to by the Parties, the Contractor shall provide the following NASPO ValuePoint reports.

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

b. **Detailed Sales Data.** Contractor shall also report detailed sales data using the format provided in Attachments H, I, J and K. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than forty-five (45) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under this Master Agreement.

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

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

e. Timely submission of these reports is a material requirement of the Master Agreement. The

Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, non-transferable right to modify, copy, and otherwise use reports, data and information provided under this section. Any sharing of the data with anyone other than the entities listed in Section f. below requires the Contractor's written authorization.

f. All Participating Entities and Purchasing Entities are deemed to have consented to the release of any required reporting information to the Lead State, their respective Participating State and NASPO ValuePoint (including information generally deemed Customer Proprietary Network Information (CPNI) for purposes of monitoring the contract and calculating the fees that are due and payable to NASPO ValuePoint for administering the contract. Participating Entities and Purchasing Entities have a right to decline to release this information, however, they may not purchase under the Master Agreement if they choose to do so.

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

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Under a non-disclosure agreement, Contractor agrees to present plans to NASPO ValuePoint for the management and promotion of the Master Agreement.

b. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider a Purchasing Entity's proposed terms and conditions, as deemed important to the Purchasing Entity, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

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

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

e. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28 herein, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than one year after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 herein or to terminate for default pursuant to section 30 herein.

f. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative purchasing program facilitating public procurement solicitations and agreements using a lead-agency model. This does not include contracts with any federal agency or any federal contract.

9. Right to Publish

Except for publicly available information, throughout the duration of this Master Agreement, Contractor must secure from the Purchasing Entity and/or Lead State (based on which entity holds the public record) prior approval for the release of information. This limitation does not preclude publication about the award of the Master Agreement or marketing activities. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Price and Rate Guarantee Period

Contracted prices represent ceiling prices for the supplies and services offered. Bid prices must remain firm for the full term of the Master Agreement. Requests for price increases must include sufficient documentation supporting the request which shall not be effective unless approved by the Lead State in writing. No retroactive adjustments to prices or rates will be allowed.

11. Individual Customers

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

Administration of Orders

13. Ordering

- a. The Contractor will have an ordering system that will allow for ordering documents to include the Purchasing Entity's purchase order number, this Master Agreement number or other ordering number.
- b. Purchasing Entities may define entity or project-specific requirements and informally

compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Products, supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. All Orders pursuant to this Master Agreement, at a minimum and where applicable, may include the following:

Packing Slip (with shipment)

- Item Summary
 - Product description
 - SKU
 - IMEI
 - ICCID
 - Retail Price
- Line Details
 - Mobile Number
 - User Name
 - Contract Term
- Quantity
- Price
- Subtotal charges
- Ship to Address
- Order Number
- Location Code
- Date order was placed
- Date order was processed
- Ship date
- Package ID

Order Summary Details (Delivered by Email)

- Order Number

- Order Status
- Order Type
- Order Created by
- Order Date
- Ship Date
- Bill to Entity name and address
- Ship to name and address (may enter Purchasing Entity ordering information in text)
- Payment method
- Shipping courier
- Tracking number
- Mobile Number
- Device ID
- SIM ID
- User Name
- Product description
- Quantity
- Plan and feature details
- Total charges

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

g. Orders must be placed pursuant to this Master Agreement prior to the termination date. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

h. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration, cancellation or termination.

14. Shipping and Delivery

- a. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of an order to be shipped without transportation charges that is backordered shall be shipped without charge.
- b. Unless otherwise instructed or not practicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific

delivery instructions will be noted on the order form. Any damage to the building's interior, scratched walls, damage to the freight elevator, or other damage caused by the Contractor during the delivery of Products purchased under this Master Agreement will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order. The Purchasing Entity shall immediately notify the Contractor of any suspected damage by the Contractor's agent.

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

15. Laws and Regulations

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

16. Inspection and Acceptance

The inspection and Acceptance section below shall not apply to Category 3 Products from the solicitation. The inspection and Acceptance for Category 3 Products shall be described in a separate exhibit or contractual document and agreed to between the Purchasing Entity and the Contractor.

- a. This section is not intended to limit rights and remedies under the applicable state commercial code or UCC.

b. All Products are subject to inspection at reasonable times and places before Acceptance, which shall not exceed 30 days from the date of delivery. Upon inspection and if the Purchasing Entity finds Products furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the Products and require Contractor to correct them without charge. If Contractor is unable or refuses to correct such Products within a reasonable amount of time, the Purchasing Entity may cancel the Order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the applicable state commercial code or UCC. Contractor shall provide prepaid shipping labels for all Products returned under this paragraph.

- c. The warranty period shall begin upon Acceptance.

d. If the Product is not Accepted after inspection, a Purchasing Entity may, at its discretion, reject the Product within the inspection time period described in paragraph b of this section. Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not been Accepted, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand a similar replacement Product

from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall provide packaging and prepaid shipping labels for Products not Accepted. No charges for Products rejected shall be paid until Acceptance has taken place.

17. Payment

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

18. Warranty

The Warranty section below shall not apply to Category 3 Products from the solicitation. The Warranty for Category 3 Products shall be described in a separate exhibit or contractual document, agreed to between the Purchasing Entity and the Contractor and no less than one (1) year.

Unless specified in any other contract document pursuant to this Master Agreement, this Warranty section governs. The Contractor warrants for a period of one year from Acceptance that: (a) the Product will perform according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has reasonably relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of material defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity, including, packaging and prepaid shipping labels) the Product whose nonconformance is discovered and made known to the Contractor. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. Title of Product

Upon Acceptance and payment by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to Equipment free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Equipment shall include an irrevocable and perpetual license to use any Embedded Software in Equipment purchased. If Purchasing Entity subsequently transfers title of the Equipment to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Equipment's title. A subsequent transfer of this Embedded Software shall be at no additional cost or charge to either Purchasing Entity or

Purchasing Entity's transferee.

20. License of Embedded Software

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

General Provisions

21. Insurance

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

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

(1) Commercial General Liability including premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury), advertising liability bodily injury (including death) and property damage, with a limit of \$1 million per occurrence and \$2 million general aggregate; unless otherwise required by State law.

(2) Workers Compensation in compliance with the statutory requirements of the state(s) of operation and Employers Liability with a limit of \$1 million each accident/disease/policy limit insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Upon receipt of notice from its insurer(s) Contractor shall provide thirty (30) days' prior written notice of cancellation to a Participating Entity.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a certificate of insurance reasonably acceptable to the Lead State that (1) includes the Participating States identified in the Request for Proposal as additional insureds as their interest may appear under this Agreement, (2) the blanket additional insured endorsement, (3) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (4) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any

Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

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

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

22. Records Administration and Audit

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

To the extent required by law, the federal government (including the U.S. Comptroller General), and any other duly authorized agent of a governmental agency may audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations to assure compliance with the terms hereof or to evaluate performance hereunder. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Upon notification and within a reasonable amount of time and without limiting any other available remedies, the Contractor shall reimburse the Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders; or the Purchasing Entity or NASPO ValuePoint for underpayment of Contractor's Administrative Fees.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations. Contractor agrees to keep and maintain full, true, and complete billing records, books, and documents as are necessary to fully disclose to the Lead State or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with this Agreement and all state and federal regulations and statutes.

d. Participating Entities' Rights. Contractor will provide each Participating Entity with reasonable access to Contractor's billing records, invoices, and price plan details related to the corresponding Participating Entity's payment and participation in the Master Agreement.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential. Any and all information of any form that is marked as confidential, or information which the Contractor believes to be Customer Proprietary Network Information (CPNI) pursuant to federal law (specifically, 47 USC 222(h)), or Personally Identifiable Information (PII) obtained by Contractor or its employees or agents in the performance of this Master Agreement is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor will use commercially reasonable efforts to promptly notify the Purchasing Entity, applicable Participating Entity, and the Lead State and assist in investigating and assessing the extent and nature of the unauthorized disclosure. Notification is made based on statutory or contractual requirements. Contractor shall, at its expense to the extent caused by Contractor or their agent, cooperate with Purchasing Entity

in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity, or certify the destruction of, all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

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

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted to Purchasing Entities and Contractor's obligations under this section shall also extend to NASPO ValuePoint's properly marked Confidential Information. To the extent permitted by law, this provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 22. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

f. Participating Entities are deemed to have consented to the sharing of CPNI and account information with the Lead State and NASPO ValuePoint as a condition of utilizing this contract with its associated pricing. Said information will only be used for purposes of calculating the administrative fees to which NASPO ValuePoint may be entitled for administering this contract. Where such information is required by any Participating State, which may impose its own administrative fee, such information may also only be used by it for purposes of calculating the administrative fee to which it may be entitled.

24. Public Information

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

25. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and another State.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel (listed in the Contractor's Solicitation response) managing the Master Agreement in writing within 10 calendar days of the change. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience that was possessed by the key person proposed and evaluated in the Contractor's proposal. Changes in key personnel are subject to the written consent of the Lead State, which shall not be unreasonably withheld.

27. Independent Contractor

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

28. Cancellation

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

29. Force Majeure

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

30. Defaults and Remedies

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

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

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default.

Upon the occurrence of an event of default for Category 3 Products, the Lead State shall issue a written notice of default and identify the nature of the default. Contractor shall have sixty (60) days to cure, unless otherwise agreed by the Purchasing Entity and the Contractor in light of the circumstances.

The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

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

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

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

e. In the event a Purchasing Entity is using Products in a way that is prohibited under this Master Agreement, the Contractor shall provide fifteen (15) days written notice to the Purchasing Entity and to the Lead State of the prohibited activity, with specificity, and of its intent to cancel the Order in whole or in part, during which time the Purchasing Entity may cure the prohibited activity. If after fifteen (15) days the Purchasing Entity does not cure the prohibited activity, the Contractor may cancel the Order in whole or in part.

In the event a Purchasing Entity is suspected of using Products or services in a way not contemplated under this Master Agreements and detrimental to the Contractor, the Contractor may suspend any Products affected under this paragraph in whole or in part, entered into as a result of this Master Agreement. Upon suspension, the Contractor shall work with the Lead State, Participating State and Purchasing Entity to reach and document the resolution, including but not limited to Amending the Master Agreement, as may be agreed to by the Contractor and the Lead State.

Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated. Cancellation may be in whole or in party. Any cancellation under this provision shall not affect the rights of any Participating Entity to indemnification by the Contractor, Contractor's rights of payment for goods/services delivered and Accepted, NASPO ValuePoint's rights to payment of Administrative Fees, and each party's rights attending any warranty or default in performance in association with any order.

31. Waiver of Breach

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

32. Debarment

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

33. Indemnification

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

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless Indemnified Party, from and against claims, damages or causes of action by third parties, including reasonable attorneys' fees and related costs, finally awarded or agreed upon in settlement by Contractor arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

Exception. Contractor will not be liable for claims, damages or causes of action by third parties that are directly attributable to the negligent or willful misconduct of the Lead State, Participating Entities, Purchasing Entities, NASPO and/or their respective employees, officers, and agents.

c. Resolution of Claims and/or Termination of Product. With respect to any pending or threatened Intellectual Property Claim, Verizon may in its discretion and at its own expense obtain for Customer the right to continue using the Product, or alternatively replace or modify the Product, so that the replaced or modified Product is non-infringing but materially functionally equivalent. For Category 3 Products, "materially functional equivalent" shall mean the ability for end points and relevant systems in use by Purchasing Entities at the time of the Intellectual Property Claim to continue to interoperate and integrate with the Contractor's SaaS. If achievement of the foregoing is not commercially reasonable, Verizon may, in its sole discretion, terminate the affected Product or remove the affected Product, without liability of either party to the other for such termination, except for Customer's obligation to pay all charges for the affected Product incurred up to the time of such termination, and Verizon's obligation to return to Customer any amounts pre-paid for services which were not rendered.

Exclusive Remedy. Section b. provides the sole remedies Indemnified Party, and the exclusive obligations of Verizon and its Affiliates, in connection with any third party claim, action, suit or other demand asserted against Indemnified Party which asserts infringement or misappropriation of such third party's intellectual property rights or is otherwise described in this Section.

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

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

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

Cooperation among the Parties:

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

The Indemnified Party may, at its option and expense, also retain counsel of its choice to participate in any action or proceeding with respect to such Claim; and Contractor and its legal counsel shall cooperate with the Indemnified Party and its legal counsel in providing such information as the Indemnified Party may reasonably request, in support of its defense. For the avoidance of doubt, however, if Contractor has agreed to defend the Claim, it shall have ultimate control over the defense of such Claim.

34. No Waiver of Sovereign Immunity

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued hereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

35. Governing Law and Venue

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

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

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

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action, identified by the Participating Entity, which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action. Breach of this clause will not constitute a breach of, or invalidate any other part, provision or clause of this contract.

37. Contract Provisions for Orders Utilizing Federal Funds

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

38. Entire Contract and Modification.

This Master Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. The terms of this Master Agreement shall not be

waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the Lead State.

39. Signatures in Counterpart.

This Master Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.



NASPO
ValuePoint

MA152-1

Wireless Data, Voice, and Accessories

Attachment B

Scope of Work

Section 1: General

1.1 Background

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

1.2 Order of precedence

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

1.3 Green Awards

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

1.4 E-Rate

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

1.5 Net Neutrality

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

Section 2: Categories of Award

2.0 Overview of Award Categories

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

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

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

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

2.1 Category 1- Cellular Wireless Services

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

This Award Category is for National Award only.

2.1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.2 Subsequent Network Characteristics and Technology

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

2.1.3 Plans

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

Subsidized Plans

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

Bring Your Own Device Plans

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

2.1.4 Legacy Plans

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

Discontinuance of Plans

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

2.1.5 Service Requirements

Designated Sales Point of Contact

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

Designated Customer Service Point of Contact

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

Designated Contract Manager

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

2.1.6 Pricing Requirements

Subsidized Device Plans

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

Financing

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

Individual Responsible (IRU) Plan Discount

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

Waiver of Service Activation Fees

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

Number Porting

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

Upgrade

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

Cancellation Fees

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

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

Activation and Billing

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

Cost Sheet

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

Plan Description

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

Presentation

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

2.1.7 Internet of Things (IoT) Services

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

2.1.8 Public Safety/Wireless Priority Service

2.1.8 PUBLIC SAFETY CATEGORY

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

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

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

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

Interoperability:

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

Deployable Access:

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

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

Optional Services:

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

Option to Terminate:

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

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

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

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

2.2 Category 2- Equipment and Accessories

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

This Award Category is for National Award only.

2.2.1 Definitions

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

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

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

2.2.2 Eligible Equipment and Accessories

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

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

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

2.2.3 Service Requirements

Condition of Equipment and Accessories

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

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

Trial Period

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

Return of Equipment and Accessories

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

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

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

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

2.2.4 Pricing

Cost Sheet

See Attachment C for details for Award Category 2.

Financing

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

Individual Responsible (IRU) Plan Discount

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

Shipping

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

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

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

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

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

2.3.1 Definitions

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

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

2.3.2 Turnkey Wireless Solutions

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

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

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

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

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

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

Additional Consulting or Integration Services

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

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

2.3.3 Category 3 Subcategories of Award

See Attachment V for Category 3 Subcategory Definitions.

Right to Refresh

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

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

Data Protection

The provider shall:

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

Subcontractors

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

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

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

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

2.3.5 Client Infrastructure Impact and Support

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

2.3.6 Client Infrastructure and Support

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

2.3.7 Pricing Requirements

Cost Sheet

See Attachment C for details for Award Category 3.

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

Section 3: Adding New Products and Services

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

3.1 General Requirements

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

3.2 New Products added under Award Category 1

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

3.3 New Products added under Award Category 2

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

3.4 New Products added under Award Category 3

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

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

3.4.1 New Product Request Form

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

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

3.4.2 New Product Request Log

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

3.4.3 Quarterly Amendments

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

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

3.4.4 Terms and Conditions Compliance with Master Agreement

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

3.5 Quarterly Call/Meeting

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

3.6 Terms and Conditions Compliance with Master Agreement

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

Section 4: Individual Responsible Account Discounts

4.1 Individual Responsible Account Definition

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

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

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

4.3 Discount for Individual Responsible Account offerings

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

Section 5: Reporting

5.1 General Requirements

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

6.1.1.1 Attachment H (Award Category 1)

6.1.1.2 Attachment I (Award Category 2)

6.1.1.3 Attachment J (Award Category 3)

5.1.2 Attachment G: Contract Coverage Attachment

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

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

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

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

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

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

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

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

5.2 Quarterly Call/Meeting

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

5.4 Usage Reports (Other States)

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

Section 6: Pricing Landing Page

6.1 General

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

6.2 Pricing Landing Page Requirements

6.2.1 General Requirements

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

6.2.2 for Carriers/Contractors (Awarded under Category 1)

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

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

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

6.3 Pricing Landing Page Features

Pricing information

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

Disclaimers

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

Point of Contact Information

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

Current Offers

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

Section 7: Administration of Contracts

7.1 Quarterly Amendment

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

7.2 Quarterly Call

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

7.3 Annual Meeting

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

7.4 Published Documents

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

MA152-1 Attachment C Costsheets

Award Category 1

Subsidized Device Scenarios					Bring Your Own Device Scenarios						
Scenario	Description Carrier provides a device along with the rate plan. Pricing is for 1 device/plan as applicable per scenario.	rate (\$ per month)	Usage Weight	Weighted Cost	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.	Scenario	Description Assume customer provides own device separately. Pricing is for 1 device/plan as applicable for scenario.	rate	Usage Weight	Weighted Cost	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
1	basic phone - unlimited voice & messaging	\$25.00	0.115	\$2.88	"monthly rate covers 1 user for network access on a current in stock subsidized Basic phone "unlimited voice to talk minutes in the U.S "unlimited messaging from the U.S. to other countries "100MB data allowance, does not rollover "Data is pooled with non-Legacy data allowance based plans on the account (Basic, Smartphone-4GB, 150KB/4GB-Data Only, and 1GB Tablet) "data overage rate: \$10/GE "No domestic roaming or domestic long distance charges "Coverage includes the Verizon Wireless 4G network	8	Smartphone - 4 Gig of data, unlimited voice & messaging	\$30.00	0.01	\$0.25	"monthly rate covers 1 user for network access using a non-subsidized Smartphone device "unlimited voice to talk minutes in the U.S "unlimited messaging from the U.S. to other countries "4GB of 4G data allowance, does not rollover "Data is pooled with non-Legacy data allowance based plans on the account (Basic, Smartphone-4GB, 150KB/4GB-Data Only, and 1GB Tablet) "mobile hotspot included (utilizes plan's data allowance) "data overage rate: \$10/GE "No domestic roaming or domestic long distance charges "Coverage includes the Verizon Wireless network
2	Smartphone - 4 Gig of data, unlimited voice & messaging	\$45.00	0.055	\$2.48	"monthly rate covers 1 user for network access on a current in stock subsidized Smartphone "unlimited voice to talk minutes in the U.S "unlimited messaging from the U.S. to other countries "4GB of 4G data allowance, does not rollover "Data is pooled with non-Legacy data allowance based plans on the account (Basic, Smartphone-4GB, 150KB/4GB-Data Only, and 1GB Tablet) "mobile hotspot included (utilizes plan's data allowance) "data overage rate: \$10/GE "No domestic roaming or domestic long distance charges "Coverage includes the Verizon Wireless network	9	Smartphone - unlimited data, voice & messaging	\$35.00	0.01	\$0.30	"monthly rate covers 1 user for network access using a non-subsidized Smartphone device "unlimited voice to talk minutes in the U.S., does not rollover "unlimited messaging from the U.S. to other countries "unlimited 4G data allowance (Verizon will reduce speeds should 25GB of data to usage be reached in the current monthly/bill cycle) "Mobile hotspot included (Verizon will reduce data to speeds should 25GB of data to usage be reached in the current monthly/bill cycle) "Video applications will stream at 480p "No domestic roaming or domestic long distance charges "Coverage includes the Verizon Wireless network
3	Smartphone - 300 minutes of voice, unlimited data & messaging	\$40.00	0.357	\$14.28	"monthly rate covers 1 user for network access on a current in stock subsidized Smartphone "300 voice talk minutes in the U.S. (pooled), does not rollover "Voice is pooled with other users on this plan on the account "Unlimited N&W, Unlimited Mobile-to-mobile "Voice overage rate: \$0.25/minute "Unlimited messaging from the U.S. to other countries "Unlimited 4G data allowance (Verizon will reduce speeds should 25GB of data usage be reached in the current monthly/bill cycle) "Mobile hotspot included (Verizon will reduce data speeds should 25GB of data usage be reached in the current monthly/bill cycle) "Video applications will stream at 480p "No domestic roaming or domestic long distance charges	10	Tablet - 1 Gig of data	\$15.00	0.01	\$0.15	"monthly rate covers 1 user for network access using a non-subsidized tablet "1GB of 4G data allowance, does not rollover "Data is pooled with non-Legacy data allowance based plans on the account (Basic, Smartphone-4GB, 150KB/4GB-Data Only, and 1GB Tablet) "Mobile hotspot included (utilizes plan's data allowance) "data overage rate: \$10/GE "No domestic roaming charges "Coverage includes the Verizon Wireless network
4	Smartphone - unlimited data, voice & messaging	\$50.00	0.048	\$2.40	"monthly rate covers 1 user for network access on a current in stock subsidized Smartphone "unlimited voice to talk minutes in the U.S., does not rollover "unlimited messaging from the U.S. to other countries "Unlimited 4G data allowance (Verizon will reduce speeds should 25GB of data usage be reached in the current monthly/bill cycle) "Mobile hotspot included (Verizon will reduce data speeds should 25GB of data usage be reached in the current monthly/bill cycle) "Video applications will stream at 480p "No domestic roaming or domestic long distance charges "Coverage includes the Verizon Wireless network	11	Unlimited Data plans on the account (no Throttling) that are used by First Responders	\$39.99	0.01	\$0.00	"monthly rate covers 1 user for network access using a non-subsidized or subsidized mobile broadband device (e.g. NFI, aircard, Jetpack) "User must have a qualifying NAICS (621910, 922110, 922120, 922130, 922140, 922150, 922160, 922190, 928110, 926120, 926150, 926130, 921190, 921110) to utilized plan "Unlimited 4G data allowance "Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions ("throttling") regardless of data usage during any billing cycle. For others, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data to usage exceeding 25GB per billing cycle on a go forward basis "Video applications will stream at 720p "Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this rate plan "No domestic roaming charges
5	data only - low - 150 kb	\$10.00	0.014	\$0.14	"monthly rate covers 1 user for network access on a current in stock subsidized mobile broadband device (e.g. NFI, aircard, Jetpack) "150KB of 4G data allowance, does not rollover "Data is pooled with non-Legacy data allowance based plans on the account (Basic, Smartphone-4GB, 150KB/4GB-Data Only, and 1GB Tablet) "Mobile hotspot included (utilizes plan's data allowance) "data overage rate: \$10/GE "No domestic roaming charges	12	data only - low - 150 kb	\$1.00	0.01	\$0.01	"monthly rate covers 1 user for network access using a non-subsidized mobile broadband device (e.g. NFI, aircard, Jetpack) "150KB of 4G data allowance, does not rollover "Data is pooled with non-Legacy data allowance based plans on the account (Basic, Smartphone-4GB, 150KB/4GB-Data Only, and 1GB Tablet) "Mobile hotspot included (utilizes plan's data allowance) "data overage rate: \$10/GE "No domestic roaming charges "Coverage includes the Verizon Wireless network
6	data only - moderate - 4 Gig	\$30.00	0.04	\$1.20	"monthly rate covers 1 user for network access on a current in stock subsidized mobile broadband device (e.g. NFI, aircard, Jetpack) "4GB of 4G data allowance, does not rollover "Data is pooled with non-Legacy data allowance based plans on the account (Basic, Smartphone-4GB, 150KB/4GB-Data Only, and 1GB Tablet) "Mobile hotspot included (utilizes plan's data allowance) "data overage rate: \$10/GE "No domestic roaming charges	13	data only - moderate - 4 Gig	\$25.00	0.01	\$0.25	"monthly rate covers 1 user for network access using a non-subsidized mobile broadband device (e.g. NFI, aircard, Jetpack) "4GB of 4G data allowance, does not rollover "Data is pooled with non-Legacy data allowance based plans on the account (Basic, Smartphone-4GB, 150KB/4GB-Data Only, and 1GB Tablet) "Mobile hotspot included (utilizes plan's data allowance) "data overage rate: \$10/GE "No domestic roaming charges "Coverage includes the Verizon Wireless network
7	data only - unlimited data	\$39.99	0.287	\$11.48	"monthly rate covers 1 user for network access on a current in stock subsidized mobile broadband device (e.g. NFI, aircard, Jetpack) "Unlimited 4G data allowance (Verizon will reduce speeds should 25GB of data usage be reached in the current monthly/bill cycle) "Mobile hotspot included (Verizon will reduce data speeds should 25GB of data usage be reached in the current monthly/bill cycle) "No domestic roaming charges "Coverage includes the Verizon Wireless network	14	data only - unlimited data	\$34.99	0.01	\$0.38	"monthly rate covers 1 user for network access using a non-subsidized mobile broadband device (e.g. NFI, aircard, Jetpack) "Unlimited 4G data allowance (Verizon will reduce speeds should 25GB of data to usage be reached in the current monthly/bill cycle) "Mobile hotspot included (Verizon will reduce data speeds should 25GB of data usage be reached in the current monthly/bill cycle) "No domestic roaming charges "Coverage includes the Verizon Wireless network

Award Category 2 Costs Sheet

Vendor Name:

Verizon Wireless

Item Number	Item Description	Manufacture/Brand	Model	Price Per Unit	MSRP	Category Percentage off of MSRP (if applicable)	Average Cost
1	Cases	Otter Box	Defender Series for iPhone 6/6s	\$37.49	\$49.99	25.00%	\$28.74
		Otter Box	Cummuter Series for iPhone 6/6s	\$26.24	\$34.99	25.00%	
		Incipio	DualPro for iPhone 8/7/6s/6	\$22.49	\$29.99	25.00%	
2	Screen Protectors	ZAGG	Invisibleshield Glass for iPhone 8/7/6s/6	\$29.99	\$39.99	25.00%	\$22.49
		Verizon	Tempered Glass Protector for IP8/IP7/IP6/IP6s Plus	\$18.74	\$24.99	25.00%	
		Verizon	Hybrid Glass Screen Protector for Samsung Galaxy S7	\$18.74	\$24.99	25.00%	
3	Chargers	Xenrtis	2.4 Apple Lighting Wall Charger	\$22.49	\$29.99	25.00%	\$24.99
		Xenrtis	2.4A Micro USB Push Button Travel Charger	\$22.49	\$29.99	25.00%	
		Xenrtis	USB-C Power Delivery 2.0 Travel Charger	\$29.99	\$39.99	25.00%	
4	Headsets for use with wireless devices	Plantronics	M70 Bluetooth Mono Headset	\$22.49	\$29.99	25.00%	\$19.99
		Skullcandy	Ink'd 2.0 in-ear w/mic 1 Black/Black	\$14.99	\$19.99	25.00%	
		Verizon	3.5mm Push To Talk Stereo Headset	\$22.49	\$29.99	25.00%	
5	Speakers for use with wireless devices	JBL	Clip 2 Portable Bluetooth Speaker, Black	\$44.99	\$59.99	25.00%	\$64.99
		Jabra	Freeway Bluetooth In-Car Speakerphone	\$74.99	\$99.99	25.00%	
		JBL	Flip 4 Black	\$74.99	\$99.99	25.00%	
6	Basic Cell Phone			\$0.00			\$0.00
				\$0.00			
				\$0.00			
7	Push to Talk Device			\$0.00			\$0.00
				\$0.00			
				\$0.00			
8	SmartPhones			\$0.00			\$0.00
				\$0.00			
				\$0.00			
9	Tablets			\$0.00			\$0.00
				\$0.00			
				\$0.00			
10	Cellular Modems stand alone, integrated or USB			\$0.00			\$0.00
				\$0.00			
				\$0.00			
11	MiFi Hot Spots			\$0.00			\$0.00
				\$0.00			
				\$0.00			
12	WiFi Cellular Routers			\$0.00			\$0.00
				\$0.00			
				\$0.00			
13	IoT Sensors			\$0.00			\$0.00
				\$0.00			
				\$0.00			
14	Cellular-enabled video cameras			\$0.00			\$0.00
				\$0.00			
				\$0.00			
15	Cords / cables			\$0.00			\$0.00
				\$0.00			
				\$0.00			
16	Signal Boosters / Antennas			\$0.00			\$0.00
				\$0.00			
				\$0.00			
Total							\$161.20
ILU Discount Offering							
Offerors are encouraged to offer an Individual Liable (ILU) Discount defined in Section 5 of the Scope of Work (Attachment B). This information will also be scored as a technical scorable criteria (Attachment E). Please Provide a percentage off, if applicable and include a description of what plans, or part of plans this discount will apply to. This information will become part of any Master Agreement that results from this solicitation.							
Description		Percentage Off(%)		What aspects of plans does this discount apply to? Please be specific.			
Percentage off discount rate offered to ILU accounts as defined by the Scope of Work		25%		off the retail price of qualifying accessories			

MA152-1 Wireless Voice, Data and Accessories Attachment C: Costsheets				
Category 3A: Fleet Management Costsheet				
VENDOR		Verizon Connect NWF Inc. (Formerly Networkfleet)		
Monthly Recurring Cost				
Description	minimum quantity of vehicles	monthly fee	total annual cost (qty x fee x 12)	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
Basic Fleet Management	10	\$29.00	\$3,480.00	The Verizon solution features a GPS-tracking system that provides location and tracking data to help you manage your entire fleet in a new, more efficient manner. Our solution includes wireless fleet management services that improve fleet operating efficiency by reducing fuel consumption, maintenance expenses, insurance costs, fleet size, and vehicle emissions while increasing productivity and levels of service. The solution also includes a number of tools that empower near real-time management of vehicles and drivers to boost your fleet's performance. The proposed solution includes our 5500 series device which is designed to enable the customer to connect with every aspect of their vehicle operations. The 5500 series hardware offers affordable wireless coverage, transmitting vehicle location, performance, diagnostics, and sensor event information for your fleet. Our solution offers 24/7 visibility into fleet assets, which allows fleet managers to easily locate vehicles in real-time and view specific vehicle data such as current location, mileage, speed, fuel consumption, and diagnostic trouble codes — increasing response time and reducing operating costs. VCN is a universal solution, compatible on all light, medium, and heavy vehicles, and consists of an in-vehicle unit and an online application. The 5000 product line features two different automotive grade hardware devices: The 5500 is compatible with Light and Heavy Duty vehicles with an OBD-II diagnostic link connector (cars and light trucks 1996 and newer) or J1708/J1939 6-pin or 9-pin diagnostic link connector (heavy trucks 1988 and newer).
	100	\$29.00	\$34,800.00	
	500	\$29.00	\$174,000.00	
	1000	\$29.00	\$348,000.00	
	5000	\$29.00	\$1,740,000.00	
Total Annual Recurring Cost			\$2,300,280.00	
The monthly fee above is based on the cost of the device and harness divided over 12 months, plus the cost of the subscription service for a 5500 device. VCN does not currently sell the total solution based on a monthly fee. The hardware must be purchased separately up front, and then VCN bills the monthly subscription fee. These individual costs are shown below and should become the pricelist for the solution. Discounts for customers ordering 600 or more devices on the initial order with 12 months of service will be provided with a discount to the current price.				
Service Requirements				
Description		requirements		
Basic Fleet Management		*Solution to track, monitor & dispatch vehicles while collecting information on vehicle location & operation *must have option to connect to vehicle's On Board Diagnostic-II (OBD-II) port *Ability to monitor vehicle location *Provide location-based vehicle dispatch support *Collect information on driver performance *Real time and historical reporting via secure, centralized portal *Ability to set up alerts based on customer defined parameters		
Installation & Set Up Costs				
Description	minimum quantity of vehicles	cost per vehicle	Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10	\$65.00	\$650.00	VCN provides training to its customers in various formats: • Onsite training • Live Webinar trainings • Links to On-Demand Video trainings • Link to On-Demand Video Tutorial trainings • Unlimited access to User Guides • Product Spec Sheets/Feature Documents • Technical Information/Documentation Pre-Implementation Training: Installation Guides, On-Demand videos and video tutorials are available under the support tab in the Customer's portal Pre-Installation Training: Customer's may utilize the installation support tab to access pre-installation training. Or VCN's certified installer can come out and provide a half day training for a cost of \$150.00. A full day's training may also be provided at a cost of
	100	\$65.00	\$6,500.00	
	500	\$65.00	\$32,500.00	

	1000	\$65.00	\$65,000.00	\$300.00. Implementation Training: The City's Major Account Manager schedules and provides this training to the City's selected employees. Post-Implementation Training: Unlimited access to the portal's Installation Support tab. Customers also have access to a professional installation technician. VCN will meet the City's objectives by providing adequate training to ensure that the City's employees are able to install the GPS units and implement the service and allow the City to capture the necessary data from your fleet.
	5000	\$65.00	\$325,000.00	
Total Installation and Set Up Cost			\$429,650.00	
Installation & Set Up Requirements				
Description			requirements	
Installation, Set Up and Basic System Administrator Training			*Set up and configuration of customer's Instance in provider's hosted environment. *Install each device in vehicle and connect to OBD-II	

MA152-1 Wireless Voice, Data and Accessories Attachment C: Costsheets

Category 3B: Mobile Device Management Costsheets

VENDOR

Verizon Wireless (Solution: IBM MaaS360)

Monthly Recurring Cost

Description	minimum quantity of licenses	monthly fee	total annual cost (qty x fee x 12)	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
Basic Mobile Device Management cost per device	10	\$2.25	\$270.00	IBM MaaS360 Essential Suite Per Device Unified Endpoint Management (UEM) License: IBM MaaS360 offers a comprehensive, highly secure platform that manages and protects Devices and Things (smartphones, tablets, laptops, desktops,), People and Identity (authentication, authorization, Single Sign On, secure use access), Apps and Content combined with cognitive technology. The Essential License features include: Device Management, App Management, Patch and Update Management, Identity Management, Advisor, Container App, and Mobile Expense Management. * Price shown reflects a discount of 25%.
	100	\$2.25	\$2,700.00	
	500	\$2.25	\$13,500.00	
	1000	\$2.25	\$27,000.00	
Total Annual Recurring Cost			\$43,470.00	

Service Requirements

Description	requirements
Basic Mobile Device Management	*central control to enroll, configure, secure, monitor and manage all enrolled devices (iOS, Android, Blackberry, Windows) *Ability to configure and update devices over-the-air *Ability to push and update custom apps to devices over-the-air *Enforce security and compliance policies *Secure Mobile Access to corporate resources *Provide Secure Container for corporate apps and data on each device *Ability to remote wipe entire device and / or only apps and data in secure container

Installation & Set Up Costs

Description	minimum quantity of licenses	Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10	\$0.00	No set up or deployment fee, included in license fee
	100	\$0.00	No set up or deployment fee, included in license fee
	500	\$0.00	No set up or deployment fee, included in license fee
	1000	\$0.00	No set up or deployment fee, included in license fee
Total Installation and Set Up Cost		\$0.00	

Installation & Set Up Requirements

Description	requirements
Installation, Set Up and Basic System Administrator Training	*Set up and configuration of customer's instance in provider's hosted environment. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.

Scorable Cost

\$43,470.00

MA152-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3B: Mobile Device Management Costsheet				
VENDOR		Verizon Wireless (Solution: Mobile Iron)		
Monthly Recurring Cost				
Description	minimum quantity of licenses	monthly fee	total annual cost (qty x fee x 12)	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
Basic Mobile Device Management cost per device	10		\$0.00	A Minimum of 25 Mobile Iron Cloud Licenses are required for initial order/installation.
	100	\$4.50	\$5,400.00	MobileIron Enterprise Mobility Management (EMM) Cloud - Gold Bundle per Device: The MobileIron EMM solution is a mobile security platform that secures data-at-rest on mobile devices, in applications, and in cloud storage, as well as data-in-motion as it moves between corporate networks, devices, and storage repositories. The Gold License features include: Apple DEP, Android for Work, Email Access, Secure Enterprise Gateway, Enterprise App Store / Basic Container (Apps@Work), Content Catalog (50files/25MB each), access/annotate/share corporate documents (Docs@Work), Containerization of Applications at rest (AppConnect), Secure Browser (Web@Work). Price shown reflects a discount of 25%.
	500	\$4.50	\$27,000.00	
	1000	\$4.50	\$54,000.00	
Total Annual Recurring Cost			\$86,400.00	
Service Requirements				
Description		requirements		
Basic Mobile Device Management		*central control to enroll, configure, secure, monitor and manage all enrolled devices (iOS, Android, Blackberry, Windows) *Ability to configure and update devices over-the-air *Ability to push and update custom apps to devices over-the-air *Enforce security and compliance policies *Secure Mobile Access to corporate resources *Provide Secure Container for corporate apps and data on each device *Ability to remote wipe entire device and / or only apps and data in secure container		
Installation & Set Up Costs				
Description	minimum quantity of licenses		Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10			
	100			
	500	MICore Gold Installation	\$3,000.00	Cloud installation includes support and maintenance and is a one time set up fee for up to 5,000 devices, and is an optional service.
	1000			
Total Installation and Set Up Cost			\$3,000.00	
Installation & Set Up Requirements				
Description		requirements		
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.		

Scorable Cost	\$89,400.00
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Consultative Hourly Rate (this rate will be included in the contract)	\$0.00
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Category 3C: Mobile Integration Costsheets

VENDOR		Verizon Wireless (Solution: OneTalk)		
Monthly Recurring Cost				
Description	minimum quantity of licenses	monthly fee	total annual cost (qty x fee x 12)	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
Basic Mobile Integration cost per device	10	\$25.00	\$3,000.00	One Talk is a business telephone system that combines landline and mobile phone capabilities into a fully integrated mobile and office solution providing a single telephone number with the same mobile and landline features. Feature capability includes: Simultaneous Ring Service, OneTalk Basic Voicemail, 6-way Conference, Anonymous Call Rejection, Automatic Callback, Call Barge, Call Forwarding, Call Hold, Call Move, Call Park & Retrieve, Call Transfer, Call Waiting, Caller ID Blocking, Do Not Disturb, Extension Dialing, Internal Calling ID, Line Sharing, Remote Call Pickup, Text Integrated Messaging, Video Calling. One Talk Price Plan includes 100MB of data: \$10.00. One Talk Primary Mobile Device Number (MDN): \$15.00. Monthly Fee = One Talk Plan (\$10.00) + OneTalk Primary MDN (\$15.00).
	100	\$25.00	\$30,000.00	
	500	\$25.00	\$150,000.00	
	1000	\$25.00	\$300,000.00	
Total Annual Recurring Cost			\$483,000.00	

Service Requirements		
Description		requirements
Basic Mobile Integration		As a minimum, solutions meeting this criteria will provide: <ul style="list-style-type: none"> •Single Number Reach or the ability for a user to be reached at a single business telephone number. •Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing. • Single Voicemail Box for calls to that single business number.

Installation & Set Up Costs				
Description	minimum quantity of licenses		Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10			
	100			
	500			
	1000			
Total Installation and Set Up Cost			\$0.00	

Installation & Set Up Requirements		
Description		requirements
Installation, Set Up and Basic		*Set up and configuration of customer's mobile service with integration to wired service.

Scorable Cost	\$483,000.00
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Consultative Hourly Rate (this rate will be included in the	\$0.00
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Vendor Name:

Verizon Wireless (Solution FFM)

	Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%)*	Notes
	Field Force Manager (FFM) Basic	FFM provides a web management application to give you the visibility into what's happening in the field with your business. FFM helps solve business challenges in organizations that have employee on the move.	Features include: <ul style="list-style-type: none"> • Worker Maps • Industry-Smart Setup Wizard • Geofencing • Stop/Travel Reporting • GPS Alerts • Webservice Integration APIs • Worker Monitor Alerts • Enhanced Navigation • Location aware time sheets • Mobile Forms (digital) • Integrated Messaging • Simplified Job Dispatch • Job Monitor Alerts • Turn-turn-turn driving Directions (text-based) 	23%	<ul style="list-style-type: none"> • Monthly Access Price :\$34.99 * Feature is available for a device with a voice and data package or a data plan • The Percentage Off Discount will be applied to the above listed Monthly Access prices
				0	

*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consultative Hourly Rate (this rate will be included in the contract)

\$0.00

Vendor Name:

Verizon Wireless (Solution FFM)

	Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%)*	Notes
	Field Force Manager (FFM) Basic	FFM provides a web management application to give you the visibility into what's happening in the field with your business. FFM helps solve business challenges in organizations that have employee on the move.	Features include: <ul style="list-style-type: none"> • Worker Maps • Industry-Smart Setup Wizard • Geofencing • Stop/Travel Reporting • GPS Alerts • Webservice Integration APIs • Worker Monitor Alerts • Enhanced Navigation • Location aware time sheets • Mobile Forms (digital) • Integrated Messaging • Simplified Job Dispatch • Job Monitor Alerts • Turn-turn-turn driving Directions (text-based) 	23%	<ul style="list-style-type: none"> • Monthly Access Price :\$34.99 * Feature is available for a device with a voice and data package or a data plan • The Percentage Off Discount will be applied to the above listed Monthly Access prices
				0	

*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consultative Hourly Rate (this rate will be included in the contract)

\$0.00

Vendor Name:

Verizon Wireless (Solution FFM)

	Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%)*	Notes
	Field Force Manager (FFM) Basic	FFM provides a web management application to give you the visibility into what's happening in the field with your business. FFM helps solve business challenges in organizations that have employee on the move.	Features include: <ul style="list-style-type: none"> • Worker Maps • Industry-Smart Setup Wizard • Geofencing • Stop/Travel Reporting • GPS Alerts • Webservice Integration APIs • Worker Monitor Alerts • Enhanced Navigation • Location aware time sheets • Mobile Forms (digital) • Integrated Messaging • Simplified Job Dispatch • Job Monitor Alerts • Turn-turn driving Directions (text-based) 	23%	<ul style="list-style-type: none"> • Monthly Access Price :\$34.99 * Feature is available for a device with a voice and data package or a data plan • The Percentage Off Discount will be applied to the above listed Monthly Access prices
				0	

*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consultative Hourly Rate (this rate will be included in the contract)	\$0.00
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Vendor Name:

Verizon Wireless

	Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%) ^a	Notes
	Intersection Safety Analytics - 1 Intersection	Intersection Safety Analytics with City Hub and Phase Data for 1 Intersection	<ul style="list-style-type: none"> Intersection Safety Analytics pricing includes: - 4 Video Node 4K's - 4 City Hubs - Installation - Connectivity, lighting control and Intersection Safety Analytics services over the term of the agreement - Phase data from the traffic controller - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix^b 	23%	<p>The enclosed pricing is for the material and services set forth in this proposal and based on the assumptions detailed below. If any of the assumptions are not true and/or any additional requirements are identified Verizon's pricing may change.</p> <p>Intersection Safety Analytics with City Hub includes the following per intersection:</p> <ul style="list-style-type: none"> - 4 VN4Ks - 4 CHs - Installation of all Video Nodes and City Hubs - Integration of traffic phase data - Wireless connectivity, lighting control, and intersection safety analytics services over the term of the agreement - Warranty and Break/fix cost covers manufacturer defects only; up to 5 year term - Field Service dispatched if a device is not functional after verification that it is a HW failure (and not caused due to lack of power/non device specific issue) <p>Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <ul style="list-style-type: none"> - 24x7 Power Available - LED Luminaries Present with Nema Socket - 1 VN4K per pole - EDI conflict card is already present at the traffic cabinet, additional charges will apply if a new EDI card needs to be installed - Permits and associated fees will exist and are not included - Structural Analysis Excluded - M/WBE requirements excluded - Assumes Mounting on existing and available poles - No traffic control required - Electrical available at pole - Holiday work days excluded - No union labor, no prevailing wage - Base cost assumes 120v electrical - Excludes Service Upgrades - Environmental analysis excluded - Includes shipping in the continental United States
	Intersection Safety Analytics - 5 Intersections	Intersection Safety Analytics with City Hub and Phase Data for 5 Intersections	<ul style="list-style-type: none"> Intersection Safety Analytics pricing includes: - 20 Video Node 4K's - 20 City Hubs - Installation - Connectivity, lighting control and Intersection Safety Analytics services over the term of the agreement - Phase data from the traffic controller - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix 		
	Intersection Safety Analytics - 10 Intersections	Intersection Safety Analytics with City Hub and Phase Data for 10 Intersections	<ul style="list-style-type: none"> Intersection Safety Analytics pricing includes: - 40 Video Node 4K's - 40 City Hubs - Installation - Connectivity, lighting control and Intersection Safety Analytics services over the term of the agreement - Phase data from the traffic controller - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix 		
	Intersection Safety Analytics - Basic- 1 Intersection	Intersection Safety Analytics with City Hub for 1 Intersection, no phase data	<ul style="list-style-type: none"> Intersection Safety Analytics pricing includes: - 1 Video Node 4K - 1 City Hub - Installation - Connectivity and lighting control services and Intersection Safety Analytics services over the term of the agreement - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix 		<p>The enclosed pricing is for the material and services set forth in this proposal and based on the assumptions detailed below. If any of the assumptions are not true and/or any additional requirements are identified Verizon's pricing may change.</p> <p>Intersection Safety Analytics with City Hub includes the following:</p> <ul style="list-style-type: none"> - 1 basic intersection - 1 VN4K - 1 CH - Installation of all Video Nodes and City Hubs - Wireless connectivity, lighting control and Intersection Safety Analytics services over the term of the agreement - Warranty and Break/fix covers manufacturer defects only; up to 5 year term - Field Service dispatched if a node is not functional after verification that it is a HW failure (and not caused due to lack of power/non node specific issue) <p>Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <ul style="list-style-type: none"> - 24x7 Power Available - LED Luminaries Present with Nema Socket - 1 VN4K per pole - Permits and associated fees will exist and are not included - Structural Analysis Excluded - M/WBE requirements excluded - Assumes Mounting on existing and available poles - No traffic control required - Electrical available at pole - Holiday work days excluded - No union labor, no prevailing wage - Base cost assumes 120v electrical - Excludes Service Upgrades
	Intelligent Traffic Management - Basic- 5 Int	Intelligent Traffic Management - Basic Plan with 5 Intersections	<ul style="list-style-type: none"> Intelligent Traffic Management pricing includes: - Hardware - Installation - Intelligent Traffic Management Service - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix 		<p>The enclosed pricing is for the material and services set forth in this proposal and based on the assumptions detailed below. If any of the assumptions are not true and/or any additional requirements are identified Verizon's pricing may change.</p> <p>Pricing does not include taxes or surcharges, if any, and assumes the following applies for ITM Basic:</p> <ul style="list-style-type: none"> • ITM - Basic Hardware • Does not include any Conflict Monitors, MMUs, or updates to signal controllers. • Permits and associated fees will exist and are not included. • Does not include union or prevailing wages • Does not include off-hours nights, or other times outside of regular business hours • Holiday work days excluded • Does not include traffic controller fees • Includes shipping in the continental United States
	Intelligent Traffic Management - Basic- 10 Int	Intelligent Traffic Management - Basic Plan with 10 Intersections	<ul style="list-style-type: none"> Intelligent Traffic Management pricing includes: - Hardware - Installation - Intelligent Traffic Management Service - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix 		<p>ITM Basic includes the following Hardware components, per intersection:</p> <ul style="list-style-type: none"> • Flex Control Enhanced Module with Flex I/O • Flex Control Power Supply • APCC Wi-Fi Sniffer with Antenna And Coax Cable • Sierra Wireless Airlink Rv50 Cell Modem • Pole Mounted Cellular Antenna with 100' Coax Cable • Universal Mounting Bracket • Siemens Diagnostics & Port Expansion Switch

	Intelligent Traffic Management - Basic 25 Int	Intelligent Traffic Management - Basic Plan with 25 Intersections	Intelligent Traffic Management pricing includes: - Hardware - Installation - Intelligent Traffic Management Service - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix
	Intelligent Traffic Management - Advanced 5 Int	Intelligent Traffic Management - Advanced Plan with 5 Intersections	"Intelligent Traffic Management pricing includes: - Hardware - Installation - Intelligent Traffic Management Service - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix"
	Intelligent Traffic Management - Advanced 10 Int	Intelligent Traffic Management - Advanced Plan with 10 Intersections	"Intelligent Traffic Management pricing includes: - Hardware - Installation - Intelligent Traffic Management Service - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix"
	Intelligent Traffic Management - Advanced Plus - 5 Int	Intelligent Traffic Management - Advanced Plus Plan with 5 Intersections	"Intelligent Traffic Management pricing includes: - Hardware - Installation - Intelligent Traffic Management Service - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix"
	Intelligent Traffic Management - Advanced Plus - 10 Int	Intelligent Traffic Management - Advanced Plus Plan with 10 Intersections	"Intelligent Traffic Management pricing includes: - Hardware - Installation - Intelligent Traffic Management Service - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix"
	Traffic Data Services - Real Time Speed 50	Traffic Data Services - Real Time Speed, 50 miles	Pricing includes: - 50 one way miles - TDG Real Time Speed service - Maintenance and support over the term of the contract
	Traffic Data Services - Real Time Speed 100	Traffic Data Services - Real Time Speed, 100 miles	Pricing includes: - 100 one way miles - TDG Real Time Speed service - Maintenance and support over the term of the contract
	Traffic Data Services - Real Time Speed 200	Traffic Data Services - Real Time Speed, 200 miles	Pricing includes: - 200 one way miles - TDG Real Time Speed service - Maintenance and support over the term of the contract
	Traffic Data Services - Historical Speed 50	Traffic Data Services - Historical Speed 50 miles	Pricing includes: - 50 one way miles - TDG Historical Speed service - Maintenance and support over the term of the contract
	Traffic Data Services - Historical Speed 100	Traffic Data Services - Historical Speed 100 miles	Pricing includes: - 100 one way miles - TDG Historical Speed service - Maintenance and support over the term of the contract
	Traffic Data Services - Historical Speed 200	Traffic Data Services - Historical Speed 200 miles	Pricing includes: - 200 one way miles - TDG Historical Speed service - Maintenance and support over the term of the contract
	Traffic Data Services - OD 500K	Traffic Data Services - Origin & Destination Reports, population up to 500K	Pricing includes: - 4 quarterly Origin & Destination reports
	Traffic Data Services - OD 1M	Traffic Data Services - Origin & Destination Reports, population up to 1M	Pricing includes: - 4 quarterly Origin & Destination reports
	Traffic Data Services - OD 2.5M	Traffic Data Services - Origin & Destination Reports, population up to 2.5M	Pricing includes: - 4 quarterly Origin & Destination reports
	Traffic Data Services - OD 5M	Traffic Data Services - Origin & Destination Reports, population up to 5M	Pricing includes: - 4 quarterly Origin & Destination reports
	Traffic Data Services - Micro OD	Traffic Data Services - Micro Origin & Destination Report per section	Pricing includes: - 4 quarterly Micro Origin & Destination reports - Reports cover 1 section of congested road
	Traffic Data Services - Signal Tuning	Traffic Data Services - Signal Tuning (per junction)	Pricing includes: - 4 quarterly Signal Tuning reports including percentage turn movement count and delay per junction
	Traffic Data Services - Counting Station	Traffic Data Services - Counting Station	Pricing includes: - 4 quarterly counting station reports including estimated vehicle counts for a specific location

<p>Services Range from 4 Port to 16 Port Network</p> <p>Additional HW/SW and Service includes:</p> <ul style="list-style-type: none"> • Hosting/Wireless communications • SW License Fees • Pre-construction • Construction • Installation • Design, Kitting, Installation Support • Field Engineering Support • Warranty and Break/fix cost covers manufacturer defects only, up to 5 year term 	
<p>The enclosed pricing is for the material and services set forth in this proposal and based on the assumptions detailed below for ITM Advanced Plus. If any of the assumptions are not true and/or any additional requirements are identified Verizon's pricing may change.</p> <p>Pricing does not include taxes or surcharges, if any, and assumes the following applies for ITM Advanced:</p> <ul style="list-style-type: none"> • ITM Advanced Hardware • Advanced Intersection supports 8 lanes & includes 8 sensors, 8 tubes, 2 Long Life Repeaters, and 2 Standard External Antennas • Does not include any Conflict Monitors, MMUs, or updates to signal controllers • Assumes line of sight exists from digital radios to repeaters • Permits and associated fees are not included. • Does not include union or prevailing wages • Does not include off-hours, nights, or other times outside of regular business hours • Holiday work days excluded • Does not include traffic controller fees • Includes shipping in the continental United States <p>ITM Advanced includes the following HW components, per intersection:</p> <ul style="list-style-type: none"> • Flex Control Enhanced Module With Flex ID • Flex Control Power Supply • Flex Connect Power Supply • APCC Serial Port Protocol (Digital Radio) 	
<p>The enclosed pricing is for the material and services set forth in this proposal and based on the assumptions detailed below for ITM Advanced Plus. If any of the assumptions are not true and/or any additional requirements are identified Verizon's pricing may change.</p> <p>Pricing does not include taxes or surcharges, if any, and assumes the following applies for ITM Advanced Plus:</p> <ul style="list-style-type: none"> • Advanced Plus Hardware • Advanced Plus intersection supports 10 lanes & includes 50 sensors, 2 micro sensors, 60 tubes, 4 Long Life Repeaters, and 2 Standard External Antennas • Assumes line of sight exists from digital radios to repeaters • Does not include any Conflict Monitors, MMUs, or updates to signal controllers. • Permits and associated fees will exist and are not included. • Does not include union or prevailing wages • Does not include off-hours, nights, or other times outside of regular business hours • Holiday work days excluded • Does not include traffic controller fees • Includes shipping in the continental United States <p>ITM Advanced Plus includes the following HW components, per intersection:</p> <ul style="list-style-type: none"> • Flex Control Enhanced Module with Flex ID • Flex Control Power Supply • Flex Connect 	
<p>The enclosed pricing is for the services set forth in this proposal and based on the assumptions detailed below for Traffic Data Services. If any of the assumptions are not true and/or any additional requirements are identified, Verizon's pricing may change. Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <p>- 1 main road covered with 3 feeders</p>	
<p>The enclosed pricing is for the services set forth in this proposal and based on the assumptions detailed below for Traffic Data Services. If any of the assumptions are not true and/or any additional requirements are identified, Verizon's pricing may change. Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <p>- 3 main roads with 6 feeders</p>	
<p>The enclosed pricing is for the services set forth in this proposal and based on the assumptions detailed below for Traffic Data Services. If any of the assumptions are not true and/or any additional requirements are identified, Verizon's pricing may change. Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <p>- 5 main roads with 10 feeders</p>	
<p>The enclosed pricing is for the services set forth in this proposal and based on the assumptions detailed below for Traffic Data Services. If any of the assumptions are not true and/or any additional requirements are identified, Verizon's pricing may change. Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <p>- 1 main road covered with 3 feeders</p>	
<p>The enclosed pricing is for the services set forth in this proposal and based on the assumptions detailed below for Traffic Data Services. If any of the assumptions are not true and/or any additional requirements are identified, Verizon's pricing may change. Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <p>- 3 main roads with 6 feeders</p>	
<p>The enclosed pricing is for the services set forth in this proposal and based on the assumptions detailed below for Traffic Data Services. If any of the assumptions are not true and/or any additional requirements are identified, Verizon's pricing may change. Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <p>- 5 main roads with 10 feeders</p>	
<p>The enclosed pricing is for the services set forth in this proposal and based on the assumptions detailed below for Traffic Data Services. If any of the assumptions are not true and/or any additional requirements are identified, Verizon's pricing may change. Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <ul style="list-style-type: none"> - Local population is what is covered in zones of interest - 1 zone = 10,000 people - Over night annual visitors for 60 days are 25% of local population or less - 4 quarterly reports are provided - Market share is assumed to be 35% or higher - Inclusion list is 70% or higher (gov numbers are exclude d) 	
<p>Reporting details:</p> <p>The enclosed pricing is for the services set forth in this proposal and based on the assumptions detailed below for Traffic Data Services. If any of the assumptions are not true and/or any additional requirements are identified, Verizon's pricing may change. Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <p>- 4 micro OD reports per year</p>	
<p>The enclosed pricing is for the services set forth in this proposal and based on the assumptions detailed below for Traffic Data Services. If any of the assumptions are not true and/or any additional requirements are identified, Verizon's pricing may change. Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <p>- 4 signal tuning reports per year</p>	
<p>The enclosed pricing is for the services set forth in this proposal and based on the assumptions detailed below for Traffic Data Services. If any of the assumptions are not true and/or any additional requirements are identified, Verizon's pricing may change. Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <p>- Requires Real time or historical speed purchase covering the location of the counting station</p>	

	Traffic Data Services - 10 Zone Pack	Traffic Data Services - Additional 10 Zones (per 10 zones)	Pricing includes: - 10 additional zones above the number of zones included in the OD reports	The enclosed pricing is for the services set forth in this proposal and based on the assumptions detailed below for Traffic Data Services. If any of the assumptions are not true and/or any additional requirements are identified, Verizon's pricing may change. Pricing does not include taxes or surcharges, if any, and assumes the following applies:
	Traffic Data Services - Feeder Add	Traffic Data Services - Additional Feeder (per feeder)	Pricing includes: - 1 additional feeder on a road segment covered with RT or HT	The enclosed pricing is for the services set forth in this proposal and based on the assumptions detailed below for Traffic Data Services. If any of the assumptions are not true and/or any additional requirements are identified, Verizon's pricing may change. Pricing does not include taxes or surcharges, if any, and assumes the following applies:
	Parking Optimization - 4 Video Nodes	Parking Optimization with 4 Video Nodes and 4 City Hubs covering approximately 100 parking spots in a parking lot	Parking Optimization pricing includes: - 4 Video Node 4Ks - 4 City Hubs - Installation - Connectivity, lighting control, and parking optimization services over the term of the agreement - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix	<p>Requires Real time or historical speed purchase</p> <p>The enclosed pricing is for the material and services set forth in this proposal and based on the assumptions detailed below. If any of the assumptions are not true and/or any additional requirements are identified Verizon's pricing may change.</p> <p>Parking Optimization with City Hub includes the following:</p> <ul style="list-style-type: none"> - 4 VN4Ks (assumes 20-25 parking spots covered by each camera with good line of sight depending on pole height) - 4 City Hubs - Installation of all Video Nodes and City Hubs - Connectivity and lighting control services over the term of the agreement - Warranty and Break/fix cost covers manufacturer defects only; up to 5 year term - Field Service dispatched if a node is not functional after verification that it is a HW failure (and not caused due to lack of power/non node specific issue) <p>Pricing does not include taxes or surcharges, if any, and assumes the following applies:</p> <ul style="list-style-type: none"> - 24x7 Power Available - LED Luminaries Present with Nema Socket - Pole height has to be 30ft with good line of sight visibility with no obstruction from Video Nodes to the parking spots - 1 VN4K per pole - Permits and associated fees will exist and are not included - Structural Analysis Excluded - M/WBE requirements excluded - Assumes Mounting on existing and available poles - No traffic control required - Electrical available at pole - Holiday work days excluded - No union labor, no prevailing wage - Base cost assumes 120v electrical - Excludes Service Upgrades
<p>*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.</p>				
Consultative Hourly Rate (this rate will be included in the contract)	\$199.00			

Vendor Name:

Verizon Wireless (Solution: Intrepid)

	Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%)*	Notes
	Intrepid	Intrepid Networks provides a real-time situational awareness solution for both public and private organizations. Intrepid Networks solution suite is suited for emergency response agencies within the public sector, as well as any	1.Intrepid's public safety software solutions decrease critical response time while improving overall safety for first responders. 2.Minimize unnecessary radio traffic to conserve voice channels for emergency communications	25.00%	See Attachment G for package options. Percentage Discount applies to Annual Software Service Subscription price only. Excludes integration subscription.

*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consultative Hourly Rate (this rate will be included in the contract)	N/A
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Vendor Name:

Verizon Wireless

	Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%) [*]	Notes
	Push to Talk Plus (PTT+)	Push to Talk Plus (PTT+) provides instant voice communication and integrated messaging with 1 person or a group of people. It's simple, efficient, secure and works wherever there is cellular or Wi-Fi coverage.	Users have the added ability to share: Texts, Alerts, Photos, Videos, Location data, Voice messages, and Documents. PTT+ supports: Subsecond Voice Calling, Dispatch functionality (smartphones and tablets), Cross Carrier (i.e., the ability to load Verizon's PTT+ application on some other carriers' devices. PTT+ interoperates with Land Mobile Radios (LMR).	25.00%	<ul style="list-style-type: none"> • PTT+ Only Feature for Basic or Smartphone device: \$2.67 per month • PTT+ License: Tablet/InterCarrier/3rd Party Web Access: \$5.00 per month • Dispatch License for Windows PC with PTT and mapping: \$30.00 per month • The Percentage Off Discount applies to the above listed Monthly Access prices
	PTT+ with Land Mobile Radio (LMR)	PTT+ interfaced with LMR systems. PTT+ / LMR interoperability allows users of LMR networks to communicate seamlessly with PTT+ users. Interoperability between LMR and PTT+ is available at three levels, radio (RoIP), network (ISSI), and console (CSSI).	Fast, secure, reliable communications unbound by coverage area or network type. <ul style="list-style-type: none"> • LMR access for those who cannot or will not carry a radio. • One device to access broadband data apps, LMR and PTT+. • The ability to quickly add PTT+ users as required. • Lower costs and improved functionality without need for new sites, frequencies or radios. 		<ul style="list-style-type: none"> • LMR Feature Only when added to Basic or Smartphone device with PTT+: \$6.00 per month • LMR License Bundled with PTT+ License: Tablet/InterCarrier/3rd Party Web Access: \$11.00 per month • LMR License Bundled with Dispatch License for Windows PC with PTT and mapping: \$36.00 per month • The Percentage Off Discount applies to the above listed Monthly Access prices
				0	

^{*}The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consultative Hourly Rate (this rate will be included in the contract)	N/A
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MA152-1 Wireless Voice, Data and Accessories Attachment G: Costsheets

Award Category 3-D through 3-N Costsheets

Vendor Name:

Verizon Wireless (Solution: IoT - Lighting)

	Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%) ^a	Notes
	Intelligent Lighting w/City Hub - 25	25 City Hubs with ongoing lighting control service	Intelligent Lighting Pricing includes: - 25 City Hubs - Installation - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix	23%	The enclosed pricing is for the material and services set forth in this proposal and based on the assumptions detailed below. If any of the assumptions are not true and/or any additional requirements are identified Verizon's pricing may change. Lighting control with City Hub includes the following: - City Hubs - Installation of all City Hubs - Connectivity and lighting control services over the term of the agreement Pricing does not include taxes or surcharges, if any, and assumes the following applies: - 24x7 Power Available - LED Luminaries Present with Nema Socket and support lighting control - No permits required or included - Structural Analysis Excluded - M/WBE requirements excluded - Assumes Mounting on existing and available poles - No traffic control required - Electrical available at pole - Holiday work days excluded - No union labor, no prevailing wage - 12 devices installed per crew per day - Excludes Service Upgrades - Environmental analysis excluded - Warranty and Break/fix cost covers manufacturer defects only; up to 5 year term - Field Service dispatched when there are 5 partially functional City Hub (defaulted to photocell) - Field Service dispatched if a City Hub is not functional after verification that it is a HW failure (and not caused due to lack of power/non City Hub specific issue) - Includes shipping in the continental United States
	Intelligent Lighting w/LCO - 250	250 Lighting Core Optimized (LCO) nodes with lighting control service	Intelligent Lighting Pricing includes: - 250 LCOs - Installation - Connectivity and lighting control services - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix		The enclosed pricing is for the material and services set forth in this proposal and based on the assumptions detailed below. If any of the assumptions are not true and/or any additional requirements are identified Verizon's pricing may change. Lighting control with City Hub includes the following: - LCO nodes - Installation of all LCO nodes - Connectivity and lighting control services over the term of the agreement - Warranty and Break/fix cost covers manufacturer defects only; up to 10 year term - Field Service dispatched when there are 5 partially functional nodes (defaulted to photocell) - Field Service dispatched if a node is not functional after verification that it is a HW failure (and not caused due to lack of power/non node specific issue) Pricing does not include taxes or surcharges, if any, and assumes the following applies: - 24x7 Power Available - LED Luminaries Present with Nema Socket and support lighting control - No permits required or included - Structural Analysis Excluded - M/WBE requirements excluded - Assumes Mounting on existing and available poles - No traffic control required - Electrical available at pole - Holiday work days excluded - No union labor, no prevailing wage - 12 devices installed per crew per day - Excludes Service Upgrades - Environmental analysis excluded - Includes shipping in the continental United States
	Intelligent Lighting w/LCO - 1000	1000 Lighting Core Optimized (LCO) nodes with lighting control service	Intelligent Lighting Pricing includes: - 1000 LCOs - Installation - Connectivity and lighting control services - Monitoring - Support for all software elements for the contract term - Hardware Warranty and break/fix		The enclosed pricing is for the material and services set forth in this proposal and based on the assumptions detailed below. If any of the assumptions are not true and/or any additional requirements are identified Verizon's pricing may change. Lighting control with City Hub includes the following: - LCO nodes - Installation of all LCO nodes - Connectivity and lighting control services over the term of the agreement - Warranty and Break/fix cost covers manufacturer defects only; up to 10 year term - Field Service dispatched when there are 5 partially functional nodes (defaulted to photocell) - Field Service dispatched if a node is not functional after verification that it is a HW failure (and not caused due to lack of power/non node specific issue) Pricing does not include taxes or surcharges, if any, and assumes the following applies: - 24x7 Power Available - LED Luminaries Present with Nema Socket and support lighting control - No permits required or included - Structural Analysis Excluded - M/WBE requirements excluded - Assumes Mounting on existing and available poles - No traffic control required - Electrical available at pole - Holiday work days excluded - No union labor, no prevailing wage - 12 devices installed per crew per day - Excludes Service Upgrades - Environmental analysis excluded - Includes shipping in the continental United States

^aThe Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consultative Hourly Rate (this rate will be included in the contract)	\$199.00
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Vendor Name:

Verizon Wireless

Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%)	Notes
Enterprise Messaging Access (EMAG) - TEXT ONLY Packages	Enterprise Messaging Access Gateway (EMAG) is a VZW-branded messaging platform that allows B2B, Government and SMB customers (5 or more Corporate Liable subscribers) to send high volumes of text messages through a fast, reliable and secure network.	EMAG lets businesses and institutions send alerts, updates or campaigns to distribution lists of VZW subscribers who opt in to receive the messages. (Text Messages Only)	25.00%	<ul style="list-style-type: none"> • Messages Included 15,000/ Monthly Access \$50/ Per Message Rate After Allowance \$0.01 • Messages Included 100,000/ Monthly Access \$200/ Per Message Rate After Allowance \$0.01 • Messages Included 500,000/ Monthly Access \$9.75/ Per Message Rate After Allowance \$0.01 • Messages Included 1,000,000/ Monthly Access \$1.850/ Per Message Rate After Allowance \$0.01 • Messages Included 5,000,000/ Monthly Access \$9,000/ Per Message Rate After Allowance \$0.005 • 100% discount for eligible Public Safety Entities with a qualifying NAICS code (621910, 922110, 922120, 922130, 922140, 922150, 922160, 922190, 928110) • The Percentage Off Discount applies to the above listed Monthly Access prices
Enterprise Messaging Access (EMAG) - Text and MMS Packages	Enterprise Messaging Access Gateway (EMAG) is a VZW-branded messaging platform that allows B2B, Government and SMB customers (5 or more Corporate Liable subscribers) to send high volumes of text and pic messages through a fast, reliable and secure network.	EMAG lets businesses and institutions send alerts, updates or campaigns to distribution lists of VZW subscribers who opt in to receive the messages. (Text and MMS)		<ul style="list-style-type: none"> • Messages Included 15,000/ Monthly Access \$100/ Per Message Rate After Allowance \$0.02 • Messages Included 100,000/ Monthly Access \$400/ Per Message Rate After Allowance \$0.02 • Messages Included 500,000/ Monthly Access \$1,950/ Per Message Rate After Allowance \$0.02 • Messages Included 1,000,000/ Monthly Access \$3,700/ Per Message Rate After Allowance \$0.02 • Messages Included 5,000,000/ Monthly Access \$18,000/ Per Message Rate After Allowance \$0.01 • The Percentage Off Discount applies to the above listed Monthly Access prices
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*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consultative Hourly Rate (this rate will be included in the contract)	\$0.00
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MA152-1 Wireless Voice, Data and Accessories Attachment C: Costsheet

Award Category 3-D through 3-N Costsheet

Vendor Name:

Verizon Wireless

Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%)	Notes
Verizon Wireless Private Network	Verizon Wireless Private Network (PN) allows companies to extend their internal networks anywhere the VZW network wireless reaches without compromising network management and control.	Private Network creates a secure connection between the VZW Network and the customer's internal computer network. Each customer's traffic is isolated from public and other private communications, ensuring greater security and performance. Traffic flows from a wireless device to a radio tower and into the private network. Connections can be made between the VZW network and the customer's internal network (i.e., intranet) through a: * Verizon Business Private IP Multi Protocol Label Switching (MPLS) network * Fixed End System (FES) dedicated circuit (point-to-point T1 or Frame Relay) * Virtual Private Network (dedicated virtual connection) * Wireless to Wireless (0 Tunnel)	25%	Set Up Fees - Private Network Only: \$500, Dynamic Mobile Network Routing (DMNR): \$250, PN with Service Based Access (SBA): \$250, Fixed End System (FES): \$1500 * The Percentage Off Discount applies to the above listed Set Up Fees

*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Commutative Hourly Rate (this rate will be included in the contract)	50.00
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[illegible]

MA152-1 Verizon Attachment H

Field Name		Field Description
VENDOR		The awarded Contractor's name
VENDOR CONTRACT NUMBER		Lead State assigned contract number (using Lead State's numbering protocol)
STATE		State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)		State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO AGENCY		Customer (agency) Bill to name
BILL TO CITY		Customer (agency) Bill to city
INVOICE DATE		(mm/dd/ccyy)
PRODUCT DESCRIPTION		Product description of purchased product
CRU Lines		Commodity-level code based on UNSPSC code rules (8 Digits)
CRU Minutes		Number of voice minutes used
CRU Text		Number of texts sent and received
CRU Data		Amount of data used
CRU Gross Sales		Gross Sales
Equipment Lease		Amount of monthly charges for leased equipment
LIST PRICE/MSRP/CATALOG PRICE		uniform for each contract]
NASPO ValuePoint PRICE		NASPO ValuePoint Price- US Currency (\$99999.999)
QUANTITY		Quantity Invoiced (99999.999)
TOTAL PRICE		Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)
NASPO ValuePoint ADMIN FEE		Administrative Fee based on Total Price - US Currency (\$999999.999)

☐ No Quarterly Sales

Contractor:

Quarter:

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

Contractor:

Quarter:

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

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

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

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

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

Contractor:

Quarter:

☐ No Quarterly Sales

Vendor Name

Vendor Contract Number

State

Customer Type

Bill to Agency

Bill to Address

Bill to City

Bill to Zipcode

Ship to Agency

Ship to Address

Ship to City

Ship to Zipcode

Order Number

PO Date

Invoice Date

Invoice Number

Product Description

Quantity

USPSC Commodity

IRU or CRU

List Price/NASP

NASPO ValuePoint Price

Total Price

Admin Fee

EPEAT

Energy Star Compliant

Need to match up with Green Language in RFP

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

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

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

yes / no



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: _____

ATTN: Chris Jennings
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement # (the "Contract") with _____ ("Contractor")

Dear Mr. Jennings:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: _____ Verify Log is attached

PRODUCTS:

PRODUCT OVERVIEW:

Provide a summary of the product you are requesting to add. Attach any product brief to this document.

Describe how the product falls with the Scope of the Master Agreement:

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____



Solicitation # CJ18012
Wireless Data, Voice, and Accessories RFP
Attachment V
Category 3 Subcategory Definitions

Item	Application	Definition
A	Fleet Management	Allows the management of tasks associated with managing a fleet of vehicles through the use of telematics or remote sensing devices.
B	Mobile Device Management /Enterprise Mobility Management (MDM/EMM)	Mobile device management/enterprise mobility management (MDM/EMM) are solutions IT organizations use to manage and support end users' mobile devices, applications and data, and to enforce enterprise security policies.
C	Mobile Integration/Mobile Substitution Solutions	Network-based solutions that allow the integration of a user's mobile device and a desk phone, and provide a number of other business-oriented features. As a minimum, solutions meeting this criteria will provide: <ul style="list-style-type: none">• Single Number Reach or the ability for a user to be reached at a single business telephone number.• Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing.• Single Voicemail Box for calls to that single business number.
D	Workforce Management	Workforce management solutions are systems that organizations use to manage personnel who are mobile or regularly operate outside of a fixed office or work location. Functions typically include supervisory monitoring, time and attendance tracking, enforcing pay/workforce rules, scheduling, planning, task management, capacity planning, budgeting, forecasting, and other related functions
E	Field Service Management	Systems that support the management of field service operations typically managing service orders, dispatching technicians, work planning, route optimization, time recording, maintenance data collection/analysis and other related functions.

F	Mobile Data Collection/Mobile Forms	A solution(s) that allow mobile users with cellular-equipped tablets or smartphones to collect data and possibly other information (e.g. pictures, videos, audio notes, locations, etc.), which is then sent over the cellular network to a cloud storage facility from which it can be accessed or downloaded by the customer.
G	Traffic Management and Intelligent Transport Systems (ITS)	Systems implemented by local governments to manage the flow of vehicle and potentially pedestrian traffic to reduce congestion, improve efficiency, reduce energy waste, improve safety and optimize road utilization.
I	Public Safety Systems	Any system that would be used by public safety organizations (e.g. Police, Fire, EMS, etc.) in executing their duties. Those functions might include multimodal communications, locating resources, managing responses, routing and dispatching, building and site intelligence, ongoing monitoring and detection systems, and other related functions.
J	IoT Management	Solutions to monitor, manage and maintain networks of Internet of Things (IoT) devices. Functions might include maintaining inventory, monitoring health/performance, measuring utilization, security maintenance, diagnostics and troubleshooting, downloading software/firmware updates, executing remote commands (e.g. turn off/on, reboot, etc.), logging/reporting, and other related functions.
M	Enterprise Messaging	A messaging solution offered as an alternative to traditional SMS/MMS and offering enterprise-grade security, archiving, and retrieval geared for the messaging requirements of organizations with stringent security requirements.
N	Secure LAN Access	A cellular wireless service providing a secure end-to-end virtual private network (VPN) type connection between a mobile device and to the customer's local area network (LAN).



MA152-1

Attachment W

Wireless Data, Voice and Accessories

Offeror Submission Sheet

Offeror Name: Cellco Partnership d/b/a Verizon Wireless

Instructions: Please indicate below which categories of award apply to your proposal. Offerors may propose by state if desired in lieu of a National Award for Categories 3 and 4 (Regional). If Regional award is desired please indicate so on this attachment. Organizing your proposal so that each category of award is addressed separately would be preferable.

Category (subcategory)	Yes	No	Regional Award?
Category 1: Wireless Voice and Data	X		N/A
Category 2: Wireless Accessories and Equipment	X		N/A
Category 3: Turnkey Wireless Solutions (Check this if any subcategories below)	X		
Category 3: Subcategory A: Fleet Management	X		
Category 3: Subcategory B: Mobile Device Management/Enterprise Mobility (MDM/EMM)	X		
Category 3: Subcategory C: Mobile Integration/Mobile Substitution Solutions	X		
Category 3: Subcategory D: Workforce Management	X		
Category 3: Subcategory E: Field Service Management	X		
Category 3: Subcategory F: Mobile Data Collection/Mobile Forms	X		
Category 3: Subcategory G: Traffic Management and Intelligent Transport Systems (ITS)	X		
Category 3: Subcategory H: Snow and Ice Removal Route Management		X	
Category 3: Subcategory I: Public Safety Systems	X		
Category 3: Subcategory J: IoT Management	X		
Category 3: Subcategory K: Energy Conservation/Management		X	
Category 3: Subcategory L: Building and Facilities Automation		X	
Category 3: Subcategory M: Enterprise Messaging	X		
Category 3: Subcategory N: Secure LAN Access	X		
Category 4: Alternate Data Transport		X	

MA152-1 Wireless Data, Voice and Accessories RFP Attachment W: Offeror Submission Sheet