

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA  
BOARD AGENDA ITEM – October 27, 2020**

**PROCUREMENT SOLICITATION**

**PB# 21-154-PB-WH NASPO ValuePoint  
Wireless, Data, Voice and Accessories**

<input type="checkbox"/> <b>(ITB)</b> Invitation To Bid	<input type="checkbox"/> <b>(ITN)</b> Invitation To Negotiate	<input checked="" type="checkbox"/> <b>(PB)</b> Piggyback
<input type="checkbox"/> <b>(RFP)</b> Request For Proposal	<input type="checkbox"/> <b>(RFQ)</b> Request For Qualifications	<input type="checkbox"/> <b>(SC)</b> State Contract
<input type="checkbox"/> <b>(SS)</b> Sole Source		

**REQUESTOR:** Educational Technology

**Legal Review Required:**  Yes  No

**Standard Template Used with No Changes:**  Yes  No

**Standard Template Type:** N/A

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
T-Mobile USA, Inc.	\$240,000.00	T-Mobile for Education COVID-19 Hotspots
<b>Total</b>	\$240,000.00	

<input type="checkbox"/> <b>Contract Renewal</b>	<b>New Contract Amount</b>	<b>\$240,000.00</b>
<input type="checkbox"/> <b>Recurring Contract</b>	<b>Previous Contract Amount</b>	<b>N/A</b>
<input checked="" type="checkbox"/> <b>New Contract</b>	<b>Variance</b>	<b>N/A</b>

**PRICE INCREASE / DECREASE EXPLANATION:** N/A

**DISCUSSION:**

In response to COVID-19, Brevard Public Schools had to quickly procure devices for internet connectivity to support our e-learning students in the spring of 2020 utilizing existing contracts. District staff continued to pursue more cost-effective and faster internet devices. The NASPO ValuePoint T-Mobile agreement provides faster internet speeds at cost savings over other contracted providers.

A vendor-provided agreement has been used and approved by Legal Services on September 15, 2020.

**CONTRACT TERM:**

The initial contract term shall commence October 28, 2020 and continue to October 27, 2021.

**RECOMMENDATION:**

It is the recommendation of Russel Cheatham, Assistant Superintendent of Educational Technology and Chris Ault, Manager of Projects and Technology to approve the attached agreement with T-Mobile USA, Inc. in the amount of \$240,000.00.

**AUTHORITY FOR ACTION:**

Florida Administrative Code 6A-1.012(6)



NASPO ValuePoint  
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES  
Led by the state of Utah

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Master Agreement #: MA176

Contractor: T-MOBILE USA, INC.

Participating Entity: School Board of Brevard County

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA176-1) for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1, 2, 3A and 3C** (unless indicated otherwise)

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are **N/A**

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. *[intentionally omitted]*

6. *[intentionally omitted]*

WIRELESS, DATA, VOICE AND ACCESSORIES  
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7. Individual Customer:

Each state agency, political subdivision or other entity placing an order under this Participating Addendum (“Purchasing Entity”), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

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

Contractor

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Fax:	
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

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

Participating Entity

Name:	School Board of Brevard County/ Russell Cheatham /CIO
Address:	2700 Judge Fran Jamieson Way, Melbourne, FL 32940-6601
Telephone:	(321) 633-1000
Fax:	(321) 633-3432
Email:	cheatham.russell@brevardschools.org

WIRELESS, DATA, VOICE AND ACCESSORIES  
Led by the state of Utah

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9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and, the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

**10. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, [recordsrequest@brevardschools.org](mailto:recordsrequest@brevardschools.org), BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.**

11. E-Verify. Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Participating Addendum. Contractor shall also require all subcontractors performing work under this Participating Addendum to use the E-Verify system for any employees they may hire during the term of this Participating Addendum. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Participating Addendum, and BPS may choose to terminate the Participating Addendum at its sole discretion. Contractor may be liable for any additional costs incurred by BPS as a result of the termination of the Participating Addendum.

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WIRELESS, DATA, VOICE AND ACCESSORIES  
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The parties have executed this Participating Addendum as of the date of final execution below.

<b>Participating Entity: School Board of Brevard County</b>	<b>Contractor: T-Mobile USA, Inc.</b>
Signature:	Signature:
Printed Name: Misty Belford	Printed Name:
<b>Title:</b> Chairperson	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>
Signature:	Approved by:  _____
Printed Name:	T-Mobile USA, Inc. Legal Dept.
<b>Title:</b>	
<b>Date:</b>	

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

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at [www.naspovaluepoint.org](http://www.naspovaluepoint.org) or the NASPO ValuePoint team at [ccc@naspovaluepoint.org](mailto:ccc@naspovaluepoint.org).

**\*\*\*Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions\*\*\***

**Contractor - email a fully executed PDF copy of this document to:**

[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
**To support documentation of participation and posting  
 in appropriate databases**

## T-Mobile for Education Covid-19 Agreement (Hotspot)

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below (“**Agreement Effective Date**”), is by and between T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**” or “**Contractor**”), and School Board of Brevard County, a Florida School District, with its principal place of business at 2700 Judge Fran Jamieson Way, Melbourne, FL 32940-6601 (“**Customer**”).

**1. Term.** This Agreement term is 1 year of active paid service from the Agreement Effective Date and each line of Service will have a one-year term from date of activation (“**Term**”).

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

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

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

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

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Discount/Subsidy** 1-Year Term
2GB	\$10	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	50% discount off a hotspot FRP (cost of hotspot before discount: \$84.00)
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	Hotspot to be provided at no charge (cost of hotspot before subsidy: \$84)

\*\*This free hotspot offer is subject to inventory availability;

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

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

Total # of Lines of Service	Rate Plan (check applicable rate plan)	Term Length (months)	Total Service Charge for Term	Pre-Discount/ Subsidy Cost per Device	Total Pre-Discount/Subsidy Cost of Devices	Total Subsidy Amount to Customer (Device Discount/Subsidy from Section 3 x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement <sup>1</sup>
1,000	<input type="checkbox"/> \$10 <input checked="" type="checkbox"/> \$20	12	\$240,000	\$84	\$84,000	\$84,000	\$240,000

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

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

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and maintained for at least 12 months from the date of activation without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the “**Device Discount/Subsidy Term**”);
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in Section (c) below;
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer’s account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy as set forth below in Section (c). Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the 12-month Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

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

(c) **Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment.** If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/12<sup>th</sup> of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer’s monthly bill.

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

**T-Mobile/Contractor**

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

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

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

**Customer:**

Name of School/ Contact Name:	School Board of Brevard County/ Russell Cheatham/CIO
Address:	2700 Judge Fran Jamieson Way, Melbourne, FL 32940-6601
Telephone:	(321) 633-1000
Email:	<a href="mailto:cheatham.russell@brevardschools.org">cheatham.russell@brevardschools.org</a>

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

<b>Customer: School Board of Brevard County</b>	<b>Contractor: T-Mobile USA, Inc.</b>
Signature:	Signature:
Printed Name: Misty Belford	Printed Name:
<b>Title:</b> Chairperson	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>
Signature:	Approved by: _____
Printed Name:	T-Mobile USA, Inc. Legal Dept.
<b>Title:</b>	
<b>Date:</b>	