

STANDARD AGREEMENT AMENDMENT

TECH 213A (rev. 06/2020)

REGISTRATION NUMBER

AGREEMENT NUMBER
C4-CVD-19-001-01

AMENDMENT NUMBER
02

☒ **CHECK HERE IS ADDITIONAL PAGES ARE ATTACHED 98 PAGES**

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Technology

CONTRACTOR NAME

T-Mobile USA, Inc.

2. The term of this Agreement is: June 06, 2019, through June 30, 2023

3. The maximum amount of this Agreement after this Amendment is: \$0.00
(Zero Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the amendment. All documents and actions noted below are by reference and made part of the Agreement and incorporated herein:

Effective upon CDT STP approval of this Amendment the revisions are as follows:

A. Revises term end date of the Agreement:

From: June 6, 2023

To: June 30, 2023

B. Revises contract documents listed in the attached Attachment No. 1 _ List of Amended Contract Documents

All other terms and conditions remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

T-Mobile USA, Inc.

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

02/02/2021

PRINTED NAME AND TITLE OF PERSON SIGNING

David Bezzant, Vice President, T-Mobile for Government

ADDRESS

12920 SE 38th Street Bellevue, WA 98006

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Technology

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

02/02/2021

PRINTED NAME AND TITLE OF PERSON SIGNING

Sam Wangnoo, Statewide Technology Procurement Branch Chief

CONTRACTING AGENCY ADDRESS

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

Department of Technology (CDT),
Statewide Technology Procurement (STP)
Use Only

California Department of Technology
APPROVED
02/02/2021
DATE

Signer (If any, Feb 2, 2021 13:00 PST)
Statewide Technology Procurement

☐ EXEMPT PER:

ATTACHMENT 1 – LIST OF AMENDED CONTRACT DOCUMENTS

This Attachment 1 dated December 7, 2020, contains a list of revised contract documents hereby incorporated into this Contract.

Replaces the Contractor's Response for the following documents in their entirety:

- 1.h. Contractor's amended Response to Business Requirements (50 pages)
- 1.r. Contractor's amended Response to Subcategory 19.1 Catalog A (22 pages)
- 1.s. Contractor's amended Response to Subcategory 19.2 Catalog A (26 pages)

Amendment No. 2 Summary of Changes

C4- CVD-18-001-01

This Amendment No. 2 ("Amendment") by and between T-Mobile USA, Inc. ("Contractor") and the State of California ("State") is effective upon execution by the parties ("Effective Date").

WHEREAS, Contractor and State entered into the Agreement for CALNET Cellular Voice and Data Services ("Agreement") on February 20, 2019.

WHEREAS, the parties now desire to amend the Agreement.

NOW THEREFORE, the parties, in consideration of the mutual covenants contained herein and intending to be legally bound, agree that the Agreement is amended as follows:

Statement of Work (SOW), Business Requirements, is hereby amended to include the following and is attached:

Amendment Log

- Inserted Amendment 2 content to Amendment Log.

Header

- Changed "Insert Contractor's Name" to "T-Mobile USA, Inc."; and
- Changed "Bidder's Name" to "T-Mobile USA, Inc.".

Pages i -iv, Table of Contents

- Updated Table of Contents in its entirety

Page 4, Section C.2.3 Contract Program Management Performance

- Deleted "eVAQ, Section 67, Performance Deficiency Charges,"
- Inserted "To"
- Deleted ". T"
- Inserted ", t"

Pages 15- 16, Section C.4.3 Data Definitions

- Deleted section in its entirety

Section, C.4.4 Service Catalog Data

- Deleted section in its entirety
- Renumbered subsequent Sections "C.4.5 – C.4.6" to "C.4.3 -C.4.4"

Paragraph 1

- Inserted "Unless requested otherwise, the"
- Deleted "The"
- Deleted "standard"
- Inserted "following"
- Deleted, "4"
- Inserted, "5"
- Inserted "Data Files and Reports"
- Deleted "*Contract Data Requirements*. The standard includes data items defined in the Data Definition table above, separated by underscore (" _"), and appended with the following report identifiers:"

Table 4.3

- Inserted 4 rows to top of table:

Row 1

- Inserted "Con, 2, Unique Contractor Code assigned to the Contractor and provided by the CALNET Program"

Row 2

- Inserted "underscore, 1, [" _"]"

Row 3

- Inserted "cyc, 2, Two character cycle assigned by the CALNET Program to represent the phase of CALNET Procurement that the contract is a part of Example: C4"

Row 4

- Inserted "underscore, 1, [" _"]"
- Deleted "Provided by" column in its entirety

Row 5

- Deleted "varies"
- Inserted "10"

Format

- Changed "ConID_Svcoff_cvc_ctg_sub" to "Con_cyc_reportnamemmdyyyyy.ext"

EXAMPLE

- Changed "ABC_CELL_1_19_0_MSRVBILDTL08012018.ZIP" to "14_C4_MCELLEQUIP08012018.ZIP"

Page 18, Table 4.4

- Inserted Row 3: "N, Field shall never be populated for the specified scenario"

Page 19, Section C.5.2 EQUIPMENT DATA

- Deleted Section C.5.2 in its entirety
- Renumbered subsequent Section "C.5.3 Service Plan Summary Data" to "C.5.2 SERVICE BILLED SUMMARY DATA"

Section C.5.2 SERVICES BILLED SUMMARY DATA

- Bold "Filename:"
- Moved "File Frequency: Monthly and File Format: "Pipe " | " delimited text file (zipped)" up from before Data Record Definition to after Filename.

File Description:

- Inserted "s and Equipment"
- Deleted "plans"
- Deleted "The data file shall provide monthly summary billing data for all lines/devices with monthly service plans for the service month being reported, as follows:"
- Inserted "The Services Billed Summary Data shall include the following as applicable:
 - "Criminal Justice Information Services Compliance Solution
 - Push-To-Talk solution
 - Cellular Building Amplification Services
 - Voice and Text Service Plan for Basic Phones
 - Voice, Text and Data Service Plans
 - Data Only Service Plans
 - Machine-to-Machine and Internet of Things (M2M/IoT) Service Plans
 - Domestic to International Calling and Messaging Services
 - International Roaming
 - Suspend Service Plan
 - Customized Service Plans
 - Equipment
 - Expedite Fees"

Pages 20-21

- Inserted "The data file shall be driven by the Charge Type. Charge Types are listed below."
- Inserted "Charges" Table:

Charges	
Charge type	Charge Description
NRC	Non-recurring charge
MRC	Monthly recurring charge
USG	Usage
PRC	Prorated charge (PRC may be reported as an MRC where Contractor reporting does not differentiate between an MRC and PRC)
ADJ	Adjustment
TAX	Tax Charge

- Inserted "The data file shall contain all feature components for the

service listed as individual data records directly under the service, and shall include data for the Service Month being reported."

- Inserted Bulleted Item "Each charge shall be reported on a new record"
- Inserted "or features" in second bullet
- Inserted Bulleted Item "Partial months of service with prorated charges shall be reported as a separate data record (prorated charges may be reported as monthly recurring charges where Contractor reporting does not differentiate between MRC and PRC)."
- Inserted "**State Associated Administrative Fee (SAAF) Surcharges:**
All SAAF charges applied as a surcharge on the Invoice (per IFB C4CVD18 SOW Business Requirements, Section C.8 State Associated Administrative Fee (SAAF) and Section C.6 Billing and Invoicing) shall be included on the Services Billed Summary Data file as SAAF data records, with each SAAF surcharge reported as a separate SAAF data record. SAAF surcharges shall be populated as follows for the fields listed below:
 - CALNET Flag: populate with "A"
 - Charge Type: populate with either "TAX" or "ADJ"
 - Charge Amount: populate with the SAAF surcharge from the invoice
 - Product ID: populate with "SAAF"
 - Feature Name: populate with "State Associated Admin Fee"
 - Description: populate with "State Associated Admin Fee"

Pages 20-21

- Inserted "**CALNET Flag:** The CALNET Flag field will be used to indicate the following:
 - For data records where Charge Type not equal to "TAX" or "ADJ", indicates if the Service or Feature is a CALNET product and populate with "Y" or "N"
 - For data records where Charge Type equal "TAX", indicates if the charge is a SAAF surcharge (populate with "A") or other tax/surcharge (populate with "T")
 - For data records where Charge Type equal "ADJ", indicates if the charge is a SAAF surcharge (populate with "A") or other tax/surcharge (populate with "T") ELSE indicates if the Service or Feature is a CALNET product (populate with "Y" or "N")"

Page 21, Data Record Definition

- Inserted "**(NOTE: the POP requirements are defined separately for this file as the requirements that a field be populated change based on the Charge Type)**"

Pages 21-26 Data Record Definition Table:

- Deleted column "Pop" in its entirety
- Row 1, Data Field Name (Column 2)
- Deleted "ID"
 - Inserted "Code"
- Row 1, Max Value (Column 4)
- Deleted "10"
 - Inserted "2"
- Row 2, Description (Column 3)
- Inserted "OR for SAAF Surcharges, the calendar month the SAAF Surcharge is billed or remitted to the State."
- Row 5, Max Value (Column 3)
- Deleted "Chars"
 - Inserted "digits"
- Row 5, MCELLSVSUM Data Type and Format, Column 5)
- Deleted "Text"
 - Inserted "Number
<99999>
Must include leading zeros
Example: 00028"
- Row 9,
- Deleted Row 9 in its entirety, renumbered subsequent Row "10" to "9"
- Row 10
- Inserted Row
 - "BTN"
 - "A telephone number for the account billed or a sub-account identifying the party to be that is billed for the call or service"
 - "50 chars"
 - "Text"
- Rows 11-13
- Deleted "Reporting Period", "Current Service Plan Activation Date", and "Billing Cycle End Date" in their entirety
 - Renumbered subsequent Rows "11 – 32" to Rows "11-30" starting with "Invoice Number"
- Row 12
- Inserted row
 - "Invoice Date"
 - "The date the invoice was issued to the Customer."
 - "10 chars"
 - Date
MM/DD/YYYY"
 - Renumbered rows "15 – 18" to "13 – 16"
- Row 13
- Deleted "Device"
 - Inserted "Equipment"

- Changed description from "The type of device the monthly service plan is being used for (e.g. Basic Phone, Smartphone, Mobile Hotspot, Tablets with SIM Cards)." to "The type of equipment the monthly service or feature is being used."
- Deleted "15"
- Inserted "50"
- Inserted "Equipment Types: Basic Mobile Phone, Smartphone, Mobile Hotspot Device, Tablets with SIM Cards, Accessories"

Row 19, Catalog ID

- Deleted in its entirety
- Renumbered subsequent Rows

Row 17, Product ID

- Changed Description from "A unique Contractor-defined code specific to the service plan as included in the Contractor's CALNET Catalog" to "A unique Contractor-defined code specific to the service or feature as included in the Contractor's CALNET Catalog."
- Deleted "25"
- Inserted "50"

Row 18, Feature Name

- Changed Description from "The Feature Name (or the Service Plan Name) in the Contractor's CALNET Catalog." To "The Feature Name as included in the Contractor's CALNET Catalog."

Row 19, Inserted row

- "Charge Type"
 - "A 3 character acronym assigned to the type of charge being reported on the row of data."
 - "5 chars"
 - "Text"
- Charge Types: NRC, MRC, USG, PRC, ADJ, TAX"

Row 20, MRC Charge

- Changed "MRC Charge" to "Charge Amount"
- Changed Description from "The Monthly Recurring Charge (MRC), per Product ID as included in the Contractor's CALNET Catalog or as agreed upon in an approved IPR. This is only populated when charged for the full month." to "The amount charged to the customer per the charge type."

Row 21, inserted row

- "Description"
 - "A description of the charge type being reported on the row of data."
 - "150 chars"
 - "Text"
- IF Charge Type equals "TAX"
THEN populate with the itemized Tax Description"

Row 23, Change Date,

- Deleted in its entirety
- Renumbered subsequent row 24 to 22, "Product SAAF"

Row 22

- Deleted "Change Type"
- Inserted Product SAAF"
- Deleted "Type of service plan change processed by the Contractor. This is either a service plan activation, change in service plan, service plan deactivation, or service plan transition."
- Inserted "The State Associated Administrative Fee (SAAF) rate multiplied by the Contractor's rate for the charge type for the specified Product ID. Populate with 0.0000 if SAAF are not associated to the charge type for the Product ID."
- Changed 1 chars to 20 digits
- Inserted "Numeric (M,D)
Where <M> is the maximum number of digits (20) and <D> is the maximum number of digits to the right of the decimal point (4)
(Unrounded to 4 decimal places including trailing zeros)
Strip "\$"
Example: \$15.95 convert to 15.9500"
- Deleted "Text "A", "C", "D", or "T""

Row 25, inserted new Row 25, "CALNET Flag"

- "CALNET Flag"
- "For data records where Charge Type not equal to "TAX" or "ADJ", CALNET Flag indicates if the Service or Feature is a CALNET product ("Y" or "N") Flag that indicates if the Service or Feature is CALNET product.

For data records where Charge Type equal to "TAX", CALNET Flag indicates the charge is a SAAF surcharge ("A") or other tax/surcharge ("T") populate CALNET Flag with "T".

For data records where Charge Type equal to "ADJ", CALNET Flag indicates if the charge is a SAAF surcharge ("A") or other tax/surcharge ("T")

ELSE indicates if the Service or Feature is a CALNET Product ("Y" or "N").)

- "1 char"
- "Text
CALNET Flag
"A", "T", "Y", or "N"
IF SAAF data record
THEN populate with "A"
ELSE
If Charge Type equals "TAX" THEN populate with "T"
ELSE
If Charge Type equals "ADJ" and an adjustment is made to taxes, then

populate with "T"

ELSE

IF Product ID exists in the Contractor's Service Catalog THEN populate with "Y"

ELSE

Populate with "N"

Rows 28 - 33, Deleted in their entirety

Inserted new Rows 26-30

Row 26, Field 1

- "Field 1, Place holder for future meta data if needed., 10 chars, Text."

Row 27, Field 2

- "Field 2, Place holder for future meta data if needed., 25 chars, Text"

Row 28, Field 3

- "Field 3, Place holder for future meta data if needed., 50, chars, Text"

Row 29, Field 4

- "Field 4, Place holder for future meta data if needed., 100 chars, Text"

Row 30, Field 5

- "Field 5, Place holder for future meta data if needed., 250 chars, Text"

Pages 26-27, Inserted Table, POP Value (Based on Charge Type)

Page 27, Section C.5.4 State Associated Administrative Fee (SAAF) Report,

- Deleted Section in its entirety

Section 5.5 Summary of Expenditures by Service Plan Report,

- Deleted Section in its entirety, renumbered subsequent sections
- Renumbered subsequent Sections "C.5.6 – C.5.8" to "C.5.3 - C.5.5"

Page 28, Section 5.6 SAAF ROUNDING PROCESS

- Inserted Section 5.6 SAAF ROUNDING PROCESS
"SAAF ROUNDING PROCESS, The Contractor shall work with the State to develop a plan to define a two-digit rounding process when applying the SAAF to ensure accurate charges are collected."

Bidder understands the Requirement and shall meet or exceed it?

Yes_____ No_____

Page 29, Section C.6 BILLING AND INVOICING (M)

- Item 10, Inserted "**For Category 19.1 only:**"

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #2, 12/07/2020".

Except as modified by this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Subcategory 19.1, Catalog A is hereby amended to include the following and is attached:

Back of Cover Page

- Inserted Amendment 2 content to Amendment Log.

Page 1, Table 19.1.2.2.1.a- Voice and Text Service Plan for Basic Phones

- Deleted "Month"
- Inserted "Each"

Pages 2-3, Table 19.1.2.2.2.a- Voice, Text and Data Service Plans

Items 1-5

- Deleted "Month"
- Inserted "Each"

Pages 4-5, Table 19.1.2.2.2.b- Unsolicited Voice, Text and Data Service Plans

Items 1-5

- Deleted "Month"
- Inserted "Each"

Pages 6-7, Table 19.1.2.2.3.a- Data Only Service Plans

Items 1-6

- Deleted "Month"
- Inserted "Each"

Items 3-5

- Deleted "VUNLMBBG"
- Inserted "GVUNLMI"

Pages 7-8, Table 19.1.2.2.3.b- Unsolicited Data Only Service Plans

Items 1-4

- Deleted "Month"
- Inserted "Each"

Pages 9-10, Table 19.1.2.2.4.a- Machine-to-Machine and Internet of Things Service Plans (M2MIoT)

Items 1,3,5,7,9,11, 13, and 15

- Deleted "Month"
- Inserted "Each"

Items 10, 12, 14 and 16

- Deleted "MB"
- Inserted "GB"

Pages 10-11, Table 19.1.2.2.4.b – Unsolicited Machine-to-Machine and Internet

of Things Service Plans (M2MIoT)

Items 1,2, 3

- Deleted "Month"
- Inserted "Each"

Items 4, 6, 7, 9 and 11

- Deleted "Annual"
- Inserted "Each"

Page 13, Table 19.1.2.2.8.a- International Roaming

Items 1 and 2

- Deleted "Day"
- Inserted "Each"

Pages 13-14, Table 19.1.2.2.8.b- Unsolicited International Voice, Text or Data Services or Features for International Roaming

Items 1-4

- Deleted "Month"
- Inserted "Each"

Page 15, Table 19.1.2.2.9 – Suspended Service Plan

Item 1

- Deleted "Month"
- Inserted "Each"

Page 16, Table 19.1.2.3 – Customizes Service Plans

Item 1

- Deleted "Month"
- Inserted "Each"

Page 17, Table 19.1.2.5 – Cellular Building Amplification Services

Item 1

- Deleted "N/A"
- Inserted "Each"

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #2, 12/07/2020".

Except as modified by this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Subcategory 19.2, Catalog A is hereby amended to include the following and is attached:

Back of Cover Page

- Inserted Amendment 2 content to Amendment Log.

Page 1, Table 19.2.2.13 – Criminal Justice Information Services (CJIS)
Compliance Solution

- Deleted “Month”
- Inserted “Each”

Page 2, Table 19.2.2.21 – Push-To-Talk Solution

- Deleted “Month”
- Inserted “Each”

Page 3, Table 19.2.2.24 – Cellular Building Amplification Services

- Deleted “N/A”
- Inserted “Each”

Page 4, Table 19.2.2.21 – Voice and Text Service Plan for Basic Phones

- Deleted “Month”
- Inserted “Each”

Table 19.2.2.21b – Unsolicited Voice and Text Service Plan for Basic Phones
Features

- Deleted Rows 4-10

Pages 5-7, Table 19.2.3.2.1.a – Voice, Text and Data Service Plans
Items 1 - 6

- Deleted “Month”
- Inserted “Each”

Items 3-6

- Deleted “GOVUNL100”
- Inserted “GOVFRUN”

Pages 8-10, Table 19.2.3.2.2.b – Unsolicited Voice, Text and Data Service Plans
Items 1 - 6

- Deleted “Month”
- Inserted “Each”

Items 1-2

- Deleted “GOVUNL100”
- Inserted “GOVFRUN”

Items 4-5

- Deleted “GOVUSUB1”
- Inserted “GFRSUBL1”

Item 6

- Deleted “GOVUSUB3”
- Inserted “GFRSUBL3”

Pages 11-12, Table 19.2.3.2.3.a – Data Only Service Plans
Items 1 - 7

- Deleted “Month”

- Inserted “Each”

Page 13, Table 19.2.3.2.3.b – Unsolicited Data Only Service Plans

Items 1 - 4

- Deleted “Month”
- Inserted “Each”

Pages 14-15, Table 19.2.3.2.4.a – Machine-to-Machine and Internet of Things Service Plans

Items 1, 3, 5, 7, 9, 11, 13, and 15

- Deleted “Month”
- Inserted “Each”

Items 2, 4, 6, and 8

- Inserted “MB”

Items 10, 12, 14, and 16

- Inserted “GB”

Pages 15-16, Table 19.2.3.2.4.b – Unsolicited Machine-to-Machine and Internet of Things Service Plan Features

Items 1, 2, 3, and 8

- Deleted “Month”
- Inserted “Each”

Items 4, 6, and 7

- Deleted “Annual”
- Inserted “Each”

Item 9

- Deleted “Message”
- Inserted “Each”

Item 11

- Deleted “N/A”
- Inserted “Each”

Page 18, Table 19.2.3.2.8.a – International Roaming

Items 1 and 2

- Deleted “Day”
- Inserted “Each”

Table 19.2.3.2.7 – Domestic to International Calling and Messaging Services

- Deleted Rows 4-10

Page 18, Table 19.2.3.2.8.a – International Roaming

Items 1 and 2

- Deleted “Day”
- Inserted “Each”

Pages 18-19, Table 19.2.3.2.8.b – Unsolicited International Voice, Text or Data

Services or Features for International Roaming

Items 1-3

- Deleted "Month"
- Inserted "Each"

Page 20, Table 19.2.3.2.9 – Suspended Service Plan

Item 1

- Deleted "Month"
- Inserted "Each"

Page 21, Table 19.2.3.3 – Customized Service Plans

Item 1

- Deleted "Month"
- Inserted "Each"

Table 19.2.5.7b – Unsolicited Expedite Fees

- Deleted Rows 4-10

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