



MIFI Hotspot Wireless Data Plan Agreement

THIS AGREEMENT is made this 4th day of April, 2023, in the Territory of the Virgin Islands, by and between the **Government of the Virgin Islands, Department of Property and Procurement**, on behalf of the **Department of Education** (hereinafter referred to as "Government") of 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands and **Virgin Islands Telephone Corporation dba VIYA** of 7G&7H Estate Diamond Christiansted, U.S. Virgin Islands 00820 (hereinafter referred to as "Contractor").

As a result of the Covid-19 Pandemic and social distancing requirements, the **Government of the Virgin Islands, Department of Education** ("Department") entered into **Agreement No. SFC-DOE-STTJ-2020-20 ("Agreement")** dated April 27, 2020 with **Virgin Islands Telephone Corporation dba VIYA** for 400 Unlimited Wireless Data Service plans for 3 months of service. VIYA included 400 Wi-Fi devices at no cost.

Acknowledge, the Agreement was amended by **Agreement No. SFC-DOE-STTJ-2020-26** dated July 30, 2020 to acquire an additional 500 Unlimited Wireless Service Data Plans to support virtual learning during the COVID-19 pandemic, during the 2020-2021 School. VIYA supplied 500 Wi-Fi devices at no additional cost to the Department; and

Acknowledge, due to the six (6) week delay of the commencement of the 2020-2021 School Year, the Department did not utilize 500 unlimited wireless data service plans in August and acquired cost savings that were used to acquire an additional 49 Unlimited Data Service plans during the term of Amendment No. 1. Viya supplied 49 Wi-Fi units at no additional cost to the Department; and

Acknowledge, Agreement No. SFC-DOE-STTJ-2021-010 dated January 26, 2021 was executed as a result of Covid-19 pandemic and the delay of the commencement of in-class instruction, the VIDE was in need of 150 additional Unlimited Wireless Data Service plans to support virtual learning during the second semester of the 2020-2021 School Year. VIYA supplied 150 additional wifi devices at no additional cost to the Department and a total of 1099 Mobile Wi-Fi Hotspot devices was provided by VIYA at no additional cost through the term June 30, 2021; and

Acknowledge, the Government entered into Agreement No. SFC-DOE-STTJ-2021-034 dated August 2, 2021 to extend the term of the Agreement to June 30, 2022 and to obtain 750 additional Unlimited Wireless Data Service Plans to support public and non-public students' virtual learning during the 2021-2022 School Year which began in August 2021. VIYA agreed to supply seven hundred fifty (750) additional Mi-Fi devices resulting in a total of 1,849 Mobile Mi-Fi Hotspot Devices being provided by VIYA at no additional cost to the Government.

Acknowledge, the Government entered into Agreement No. SFC-DOE-STTJ-2022-002 to obtain 500 additional Unlimited Wireless Data Service Plans through the term June 30, 2022. VIYA agreed to provide 500 additional MiFi units for a total of 2,349 Mobile Mi-Fi Hotspot Devices to be provided by VIYA at no additional cost to the Government.

Acknowledge, the Government entered into Agreement No. SFC-DOE-STTJ-2022-018 to increase the monthly wireless data usage rate by three dollars (\$3.00) for a total cost of \$45.00 per unit as a

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result of the substantial increase to the administrative costs, particularly taxes imposed by the Federal Communication Commission.

Acknowledge, Agreement N0. SFC-DOE-STTJ-2022-018 expired pursuant to its term on June 30, 2022.

Acknowledge, the Department of Education- St. Thomas/St. John District is still in possession of the devices and requires 2,349 unlimited data plans to support virtual and hybrid academic instruction in the event instructional disruption caused by Covid-19 throughout Semester I and II of the 2022-2023 School Year, particularly August 1, 2022- June 30, 2023. A total of 2,349 Mobile Wifi Hotspot devices will be provided by VIYA at no cost to the Department.

Service Information:

1. By signing this Wireless Data Plan Agreement (the "Agreement"), the Department of Education of 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands 00802 ("VIDE-STTJ District") an authorized user of VIYA's Business Entity: Customer Number _____ elects to acquire **2,349 Unlimited Wireless Data Service plans** (the "Service"). The Service includes unlimited data at 4G LTE speed (up to 75GB usage per month) for **2,349** units.
2. By adding these services VIDE-STTJ District agrees to the monthly rate for each activated Wireless Data Service at a monthly cost of:
 - a. **August 1, 2022 – June 30, 2023 (2,349 units) at \$45.00 per unit totaling \$105,705.00 monthly. The total cost for services shall not need exceed an amount of One Million, One Hundred Sixty-Two Thousand, Seven Hundred Fifty-Five Dollars and Zero Cents (\$1,162,755.00)**
3. Agreement's total compensation in an amount not to exceed **One Million, One Hundred Sixty-Two Thousand, Seven Hundred Fifty-Five Dollars and Zero Cents (\$1,162,755.00)**
4. In exchange for subscribing to the Service through this Agreement, VIDE-STTJ District will be provided with a total of 2,349 Alcatel LinkZone 4G LTE Mobile WiFi Hotspot ("Device") provided at no charge (\$0.00). The Device's retail value is \$79.99 per unit.
5. **The term of this Agreement shall commence on August 1, 2022 and terminate June 30, 2023.**
6. VIDE-STTJ-District shall elect to acquire the services in part or in whole on an as needed basis by providing VIYA with an executed Purchase Order within ten (10) calendar days prior to the date of service.
7. Upon fifteen (15) days written notice by either party, Parties understand that services shall terminate at any time after the conclusion of the initial term. However, should either Party elect

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to terminate the Service prior to the end of the Initial Term, the VIDE-STTJ District will have thirty (30) days from the date the Services are terminated to return the Device.

8. Should VIDE-STTJ District fail to return the Device in accordance with these terms, VIDE-STTJ District will be charged a \$49.99 device replacement fee on the District's Viya account.
9. Parties understand that the communicated cost for the service term is a special offer based on the circumstances surrounding the need and should not be communicated to any other entity.
10. Parties understand that the Service is only available within the United States Virgin Islands.
11. The following SIM card Serial Numbers have been added to VIDE-STTJ District account:
 - _____
 - _____
 - _____

Device Terms

In order to receive the above-mentioned Service, VIYA will provide VIDE-STTJ District with up to **2,349 Devices at a charge of (\$0.00)**. The following terms and conditions will be applicable to the Device(s) provided:

1. If this Business Service plan is terminated upon writing by either party, VIDE-STTJ District shall return the Devices in proper working order* to the Viya Customer Experience Center located at 4611 Tutu Park #200 St. Thomas, VI 00802.
2. VIDE STTJ will have thirty (30) days from the date the Service is terminated to return the Device. If VIDE St. Thomas District does not return the Devices to the Viya Customer Experience Center in proper working order within those thirty (30) days, a device replacement fee will be accessed for \$49.99 per device.
3. The Device is not intended to be used with any network other than Viya's. VIDE-STTJ District expressly agrees to not use or attempt to use the Device with any other network.
4. The Devices shall be used for the educational purposes only.

***Device Return Condition Policy:**

The Device is expected to be returned in the same condition it was given. No Device will be accepted for return that shows signs of physical damage, water damage or excessive wear and

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tear. Business Customer is held responsible for the Device. If it becomes stolen, lost, or returned damaged, broken, or with missing parts Customer shall be charged a device replacement fee.

This Wireless Data Plan Agreement is subject to the following additional terms and conditions, which are hereby incorporated into this Agreement by reference:

- *Viya Fair Use Policy*
- *Viya Acceptable Use Policy*

These additional terms and conditions can be found at: <https://viyavi.com/>. Please read these carefully since they are important and affect your legal rights. Note that all additional terms and conditions are subject to change in the future so VIDE- STTJ District should periodically check this link for updated terms and conditions.

Sign and date below to indicate that on behalf of VIDE- STTJ, I have read, understand, accept and consent to the terms of this Wireless Data Plan Agreement, including the additional terms and conditions referenced herein.

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IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year first above written:

CONTRACTOR

Virgin Islands Telephone Corporation dba VIYA

Name: Julio Rhymmer

Title: Chief Financial Officer

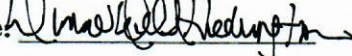
Signature: 

Date: 11/19/23

GOVERNMENT OF THE VIRGIN ISLANDS

Name: Dionne Wells Hedrington, Ed. D, Commissioner

Title: Commissioner of Education

Signature: 

Date: 02/07/2023

Name Lisa M. Alejandro

Title: Acting Commissioner, Dept. of Property & Procurement

Signature: 

Date: 4/4/2023

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