SECTION 01

NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

CONTRACT NUMBER	CONTRACT TITLE
CT202790005	Wireless Data, Voice, and Accessories
AMENDMENT NUMBER	**CONTRACT PERIOD**
n/a	December 22, 2020 through August 11, 2024
REQUISITION/REQUEST NUMBER	**SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID**
n/a	9119836000 1/ MB00107433
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006	State of Missouri Various State Agencies

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

In accordance with section 34.046, RSMo, contract CT202790005 between the State of Missouri and T-Mobile USA Inc. is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document.

BUYER	BUYER CONTACT INFORMATION
Nicolle Backes	Email: Nicolle.backes@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
	DATE 12/16/2020

DIRECTOR OF PURCHASING

Karen S. Boeger

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STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CT2027900005
REQ NO.: N/A
TITLE: Wireless Data, Voice, and Accessories

BUYER: Nicolle Backes
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.backes@oa.mo.gov

TO: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006-1350

DUE TO THE COVID-19 EMERGENCY SITUATION, THE DIVISION OF PURCHASING'S WORKFORCE IS PRIMARILY FUNCTIONING REMOTELY WITH LIMITED STAFF LOCATED ON-SITE IN THE TRUMAN STATE OFFICE BUILDING. THEREFORE, RESPONSES SHOULD BE SUBMITTED BY E-MAIL OR FAX. IF UNABLE TO RETURN BY EMAIL OR FAX, CONTACT THE BUYER OF RECORD TO DETERMINE IF AN ALTERNATE PROCESS IS AVAILABLE FOR SUBMISSION.

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL:

SCAN AND E-MAIL TO:	nicolle.backes@oa.mo.gov

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

State of Missouri
Various State Agencies

The Contractor hereby agrees to provide the services and/or supplies described in the attached State of Utah Contract #MA176 for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri. The Contractor must be registered in MissouriBUYS. If not registered in MissouriBUYS, the Contractor must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME T-Mobile USA, Inc.	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 107433
MAILING ADDRESS 12920 SE 38th Street	
CITY, STATE, ZIP CODE Bellevue	
CONTACT PERSON David Bezzant	EMAIL ADDRESS David.Bezzant@T-Mobile.com
PHONE NUMBER 480-638-2608	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) __X_ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE DocuSigned by: 8F686CC9343743C...	DATE 11/18/2020
PRINTED NAME David Bezzant	TITLE VP- T-Mobile for Government

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CONTRACT TITLE: Wireless Data, Voice, and Accessories

CONTRACT PERIOD: Date of Award through June 30, 2024

Contract CT202790005 is awarded by the State of Missouri consisting of the following:

- The attached Contract #MA176, signed by the State of Utah on August 16, 2019
- The attached RFP #CJ18012 issued by the State of Utah on August 13, 2018 consisting of 23 pages and attachments A through X.

The contractor shall perform the services and provide the supplies specified by various state agencies located within the State of Missouri, at the firm, fixed prices specified in the attached documentation. All references to the State of Utah, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Utah such as background information, statistical/factual information, etc.

The contractor shall submit invoices for services and supplies provided for the State of Missouri to the address identified on the purchase order.

The State of Missouri hereby incorporates the following provisions to the contract:

1. Scope:

1.1. The scope of this agreement includes the authorization to acquire the products and services identified in contract established between the contractor and the State of Utah, as long as the products and services are not included in an existing State of Missouri mandatory use contract.

2. Participation and Mandatory Use:

2.1. Use of the NASPO ValuePoint Wireless Voice, Data and Accessories cooperative contract by Missouri state agencies governed by Chapter 34 RSMo, political subdivisions/local governments is authorized by the state's Director of the Division of Purchasing. A political subdivision/local government is defined as any city, county, district, or other local governing body including State Universities, community colleges, and K-12 public schools empowered to expend public funds and enrolled in the state's cooperative procurement purchasing program. Issues of interpretation and eligibility for participation are solely within the authority of the state's Director of the Division of Purchasing. Missouri state agencies must acquire the products and services available under the contract through the Information Technology Services Division (ITSD), unless the Division of Purchasing grants an exemption.

2.2. The State of Missouri reserves the right to allow a Wireless Expense Management contractor of the state's choosing to execute appropriate functions of this agreement on its behalf pursuant to a separate agreement/contract.

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3. Price Agreement Number:

3.1. All purchases orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the State of Missouri contract number appropriate to the contractor the price agreement is with and the lead state (State of Utah) price agreement of MA176.

4. Coordination:

4.1. The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to state agency or the Division of Purchasing throughout the effective period of the contract.

5. Additional Plan and Equipment Requirements:

5.1. Reserved.

5.2. The contractor must provide an Apple iPhone for $0.99 or at no cost to the state. The phone must not be a refurbished model.

5.3. The contractor must allow the state to suspend service on a device for seasonal and disaster recovery operations.

5.4. The contractor must have the ability to send Amber Alerts to all state devices capable of receiving wireless emergency alerts.

5.5. The contractor should provide a service solution that is compatible with the trunk-mounted Sierra Wireless modem models 575 GPS, 875 GPS or equivalent.

5.6. The contractor shall have an equipment refresh rate of twenty (20) months.

5.7. The contractor shall waive all equipment upgrade fees.

5.8. All devices and accessories purchased by the state, including any no-cost devices and accessories, shall be the property of the State of Missouri.

5.9. The contractor shall not charge early termination fees on services cancelled by the state agency.

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6. Termination:

6.1. The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

7. Transition of Newly Established Contract:

7.1. The contractor shall work with ITSD and any other organizations designated by ITSD to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency.

7.2. Upon expiration, termination, or cancellation of the now current contract, the contractor shall assist ITSD to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities.

7.3. If the contractor has devices and service plans utilized by state agencies under existing contracts, the contractor shall assist ITSD in converting those devices and plans to the appropriate contract awarded as a result of this participating addendum. Such assistance shall include identification of all applicable devices and service plans and coordination of the last billing under existing contract and the first billing under the new contract.

8. Website Interface:

8.1. The contractor shall provide a website that references the entire product line of all voice and data packages and equipment available to the State of Missouri.

8.2. The contractor shall provide a customized website for the state including information pertinent to the contract.

8.3. The contractor shall provide a website order entry system that allows for individual user agencies to select equipment and packages to submit to ITSD for approval. The website shall have an electronic mechanism to allow ITSD to release the orders for fulfillment to the contractor. The website must have user ID and password with various security levels.

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8.4. The contractor's website ordering system should have a minimum of three customizable data fields that can be used for State of Missouri purposes. These fields should be able to be marked "required" in order to process an order.

8.5. The contractor should provide a method for orders to be monitored and audited.

8.6. The contractor should provide a method for individual user agencies to access the website to review plans and usage data on an individual number basis. Access should be available with adequate hierarchy to allow the separation of data based on the login name and password. This information should be downloadable to be used with software packages such as Excel or Access for data analysis.

9. Fiscal:

9.1. The contractor shall provide an electronic version of the data and voice service packages, features, and equipment/accessory purchases itemized at the telephone number level that are utilized by state agencies. The electronic file shall be on a monthly cycle on electronic media agreeable to the ITSD and must be received by the tenth calendar day of the following month.

9.2. The contractor shall provide a monthly paper or printable .PDF invoice that summarizes all charges included on the monthly electronic media file and includes the remit-to information, the account number, current charges due, total amount due, and payments applied. The paper or printable .PDF summary must be received by the tenth calendar day of the month. The State of Missouri shall only be responsible for payment of the charges included on the itemized electronic file.

9.3. The contractor must include a unique billing code (some refer to is as a USOC or Service/Equipment code) or unique description with unique pricing for each service package on the electronic file at the telephone number basis. The cost can be provided as two fields with one as the original package price and the other as the discount amount or percentage or as one field combining the package and discount as one.

9.4. The contractor shall be paid only for packages and acquisitions that have been approved and forwarded by ITSD.

9.5. The contractor shall provide itemized call detail for all voice packages for incoming and outgoing actions at no cost to the state. The contractor shall provide usage summarizations for data and text packages.

9.6. The electronic data shall be provided as a flat file at no cost to the state. The flat file should be provided in a text file format, but other formats may be acceptable if approved the state. Image files, such as a .pdf file, are not acceptable. The format and media of the electronic file shall not

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change without at least thirty work days prior notice to the agency.

9.7. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

10. Invoices/Payments:

10.1. The contractor shall provide one single invoice with a breakdown for each division or Billing Account Number (BAN).

10.2. The contractor should provide advanced notification to the State of Missouri of any new taxes and/or surcharges that the contractor believes are newly applicable to the state and payable by the state in addition to the monthly recurring charge or the contract price for devices provided through the contract. The contractor shall understand and agree that the State of Missouri shall have the right to require documentation from the contractor regarding the appropriateness of any such charges, and reject any such charges that are not required by an appropriate governmental entity to be collected by the contractor from the State of Missouri. The contractor shall understand and agree that the State of Missouri is exempt from Missouri sales/use taxes and shall not invoice or collect such taxes.

10.3. The contractor shall include an explanation of all debits and/or credits that appear on the invoice. The explanation must be received at the same time as the paper invoice and itemized by telephone number where applicable. However, the parties acknowledge and agree there may be occasional instances of a credit that appears on an invoice at the account level without explanation. In such an event, contractor agrees to research and provide additional information upon request of the State of Missouri.

10.4. In the event of a damaged or unreadable data file that prevents the state from processing the data, the contractor will make every reasonable effort to send the State of Missouri a corrected media no later than five business days following notification of the error. The State of Missouri must agree that every reasonable effort was made by the contractor.

10.5. The contractor must have approval from ITSD prior to applying changes to the account that affect the financial and daily administrative areas of business. Some examples shall include, but not be limited to, a change to the bill date, account numbers, billing cycle, etc.

10.6. Errors on the invoice must be corrected within 30 calendar days of notification and credits shall be applied within 90 calendar days.

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11. Affidavit of Work Authorization and Documentation:

11.1. Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo, definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of Exhibit B, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit B must be submitted prior to an award of a contract.

12. Contractor's Personnel:

12.1. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

12.2. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

12.3. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

12.4. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

12.4.1. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

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12.4.2. Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

12.4.3. Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

12.5. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

13. Federal Funds Requirements:

13.1. The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

13.1.1. The percentage of the total costs of the program or project which will be financed with Federal money;

13.1.2. The dollar amount of Federal funds for the project or program; and

13.1.3. Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

14. Executive Order 04-09: Products and/or Services Manufactured or Performed Outside United States:

14.1. If any products and/or services offered under this contract are being manufactured or performed at sites outside the United States, the contractor must disclose such fact and provide details in Exhibit A.

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15. Missouri Statewide Contract Quarterly Administrative Fee:

15.1. The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

15.2. The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 30th calendar day of the month immediately following the end of the calendar quarter, unless the 30th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

15.3. Payments shall be made using one of the following acceptable payment methods:

15.3.1. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

15.3.2. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

15.4. All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

16. Missouri Statewide Contract Quarterly Administrative Fee Report:

16.1. The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and

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governmental entities in other states that were made pursuant to the contract.

16.2. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 30th calendar day of the month following the reporting quarter entered on the report, unless the 30th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

16.3. The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- Mail: Division of Purchasing,
  P.O. Box 809, Jefferson City MO 65102-0809

  OR

  Division of Purchasing,
  301 West High Street, Room 630, Jefferson City, MO 65101-1517
- Fax: (573) 526-9815
- Email: ereports@oa.mo.gov

16.4. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing 30 calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with 30 calendar days' notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

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17. Non-negotiable Terms and Conditions:

17.1. Applicable Laws and Regulations – The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

17.2. Business Registration - The contractor must meet the requirements for conducting business in the State of Missouri. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359 RSMo.

17.3. Taxes - The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

17.4. Legal Proceedings – For any legal action or other proceedings, per Section 27.050 and Section 27.060 RSMo., the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

17.4.1. Arbitration and Attorneys' Fees - The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract and any vendor provisions requiring mediation or dispute resolution processes shall not be binding on the state.

17.5. Indemnification – Pursuant to the Constitution of the State of Missouri, Article III, Section 39 the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

17.6. Invoicing and Payment – Invoicing and payments must follow Section 33.120, Section 34.055, and Section 34.057 RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

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17.7. Authorized Personnel – For work performed under the contract, the contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including Section 285.530 RSMo. and Executive Order 07-13. If the contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.

17.7.1. Prior to the performance of any services, a contractor meeting the definition of a business entity in Section 285.525, RSMo., shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in Section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall enroll and participate in the E-Verify program.

17.7.2. The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo., to the state on an annual basis.

17.7.3. The contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

17.8. Offshore Work: Any work performed outside of the United States for the contract must comply with Executive Order 04-09.

17.9. Open Records – Pursuant to section 610.021, RSMo., the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

17.10. Record Access – The State Auditor shall be granted access to records/items as stated in section 29.235, RSMo.

17.11. Data Breach – The contractor must comply with section 407.1500, RSMo. in the event of a data breach.

17.12. Non-Appropriation of Funds – The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or have been withheld, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23 and 27, and in sections 33.030 and 33.065, RSMo.

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17.13. Americans with Disabilities Act – In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

17.14. Governance – The State of Missouri Constitution and all State of Missouri Laws, Rules and Regulations, Executive Orders, and the State of Missouri's contractual provisions shall govern over the contract regardless of any order of precedence identified in the contractor's proposal or other contract related documents.

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EXHIBIT A – Miscellaneous Information

Outside United States - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes *X	No __
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes *X	No ____

If YES, mark the appropriate exemption below, and provide the requested details:

____ a. Unique good or service.
- EXPLAIN:_____

____ b. Foreign firm hired to market Missouri services/products to a foreign country.
- Identify foreign country: _____

____ c. Economic cost factor exists
- EXPLAIN:_____

*X d. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.
- Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: TBD%
- Specify what contract work would be performed outside the United States: _____

*As do many telecommunications companies of our size, T-Mobile USA, Inc.(headquartered in the United States and with a significant business resence in the United States) offers devices manufactured overseas by third party OEMs.

Registration of Business Name (if applicable) with the Missouri Secretary of State:

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

Charter Number (if applicable):	***Company Name:*** **T-Mobile USA, Inc.**
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

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Missouri Economic Impact:

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

   1000 employees, 48 retail stores, 3 sales and engineering offices

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians.

   Wireless services and equipment

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: http://oeo.mo.gov you will use in the provision of products and services under the contract:

   We do not intend to need subcontractors for the products and services under the contract, if we do then we will provide this information.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites http://dese.mo.gov/special-education/sheltered-workshops/directories, http://www.lhbindustries.com and http://www.alphapointe.org you will use in the provision of products and services under the contract:

   We do not intend to need subcontractors for the products and services under the contract, if we do then we will provide this information

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites http://oa.mo.gov/sites/default/files/sdvelisting.pdf you will use in the provision of products and services under the contract:

   We do not intend to need subcontractors for the products and services under the contract, if we do then we will provide this information

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EXHIBIT B
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (SFST30034901900987) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____() with all documentation required in Box B of this exhibit.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name (if applicable) Date

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EXHIBIT B, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ❒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ❒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

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EXHIBIT B, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _T-Mobile USA, Inc._____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that __ T-Mobile USA, Inc._____ ____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Printed Name: David Bezzant
Title: VP, T-mobile for Government	Date: Nov 3rd - 2020
E-Mail Address: David.Bezzant@T-mobile.com	E-Verify Company ID Number: 808654

Subscribed and sworn to before me this 3rd (DAY) of November, 2020 (MONTH, YEAR) I am commissioned as a notary public within the County of Salt Lake (NAME OF COUNTY), State of Utah (NAME OF STATE), and my commission expires on June 12, 2021 (DATE).

HONEY ANN SHILL
Notary Public State of Utah
My Commission Expires on:
June 12, 2021
Comm. Number: 694451

Signature of Notary

November 3rd, 2020
Date

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EXHIBIT B, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that __ _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted:

_____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

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EXHIBIT C

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

T-Mobile USA, Inc.	06-852-8376
Company Name	DUNS #
David Bezzant	VP, T-mobile for Government
Authorized Representative's Printed Name	Authorized Representative's Title
[signature]	Nov 3rd - 2020
Authorized Representative's Signature	Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176-1

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **(STATE) OF MISSOURI**

The following products or services are included in this contract portfolio:

- Category 1 – Cellular Wireless Services
- Category 2 – Equipment and Accessories
- Category 3 – Turnkey Wireless and IoT Solutions

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.

2. Participation: Use of the NASPO ValuePoint Wireless Voice, Data and Accessories cooperative contract by Missouri state agencies governed by Chapter 34 RSMo, political subdivisions/local governments is authorized by the state's Director of the Division of Purchasing. A political subdivision/local government is defined as any city, county, district, or other local governing body including State Universities, community colleges, and K-12 public schools empowered to expend public funds and enrolled in the state's cooperative procurement purchasing program. Issues of interpretation and eligibility for participation are solely within the authority of the state's Director of the Division of Purchasing. Missouri state agencies must acquire the products and services available under the contract through the Information Technology Services Division (ITSD), unless the Division of Purchasing grants an exemption.

3. Order of Precedence: Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) Contract CT202790005 document; (b) PA; (c) the Master Agreement; and (d) any valid purchase order issued in connection therewith.

4. Administrative Fee and Reporting:

   Missouri Statewide Contract Quarterly Administrative Fee: The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

   The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits)

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received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 30th calendar day of the month immediately following the end of the calendar quarter, unless the 30th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

- Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

6. 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, the Cooperative contract CT202790005, and the master agreement including, without limitation, the obligation to pay contractor for products provided. Contract and Participating Entity (together the "Parties") acknowledge and agree that orders submitted to the contractor from a purchasing entity through the purchasing entity's business procurement card are authorized purchase orders under the Master Agreement.

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

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NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Contractor

Name:	David Bezzant
Address:	c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
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 38th Street, Bellevue, WA 98006

Participating Entity

Name:	Nicolle Backes
Address:	Jefferson City, MO
Telephone:	573-751-5341
Email:	Nicolle.backes@oa.mo.gov

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

10. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that the terms of any existing Participating Addendum(s) under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor ("T-Mobile NASPO 1907 Agreement"); or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Sprint NASPO 1907 Agreement") will be governed under the terms of this PA and Master Agreement No. MA176. Contractor and the Participating Entity agree that this PA will supersede and replace any existing Participating Addendum(s) under either T-Mobile NASPO 1907 Agreement or Sprint NASPO 1907 Agreement ("Existing 1907 Participating Addendums") as of the PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of the PA Effective Date.

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NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

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

Participating Entity: **State of Missouri**	Contractor: **T-Mobile USA, Inc.**
Signature:	Signature: DocuSigned by: 8F686CC9343743C...
Printed Name: Karen S. Boeger	Printed Name: David Bezzant
Title: Director, Division of Purchasing	Title: Vice President
Date: 1/11/2021	Date: 11/18/2020
	Legal Approved by: DocuSigned by: 11/18/2020 T-Mobile USA, Inc. Legal Department

[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 or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

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

PA@naspovaluepoint.org

To support documentation of participation and posting in appropriate databases

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

T MOBILE USA INC
12920 SE 38TH ST
BELLEVUE, WA 98006-1350

12/16/2020

RE: MISSOURI TAX ID NUMBER: 17460476

Notice Number 2018131526

Dear Sir or Madam:

The Missouri Department of Revenue received your request for a Vendor No Tax Due in accordance with Section 34.040.7, RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

TAXATION DIVISION

Enclosure

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666

Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

T MOBILE USA INC
12920 SE 38TH ST
BELLEVUE, WA 98006-1350

DATE ISSUED: 12/16/2020
VALID THROUGH: 03/16/2021

MISSOURI TAX ID NUMBER: 17460476
FEDERAL IDENTIFICATION NUMBER: 911983600

The Missouri Department of Revenue certifies that based on the information provided, the above listed taxpayer or vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. The above vendor and its disclosed affiliates are in compliance with Section 34.040.7, RSMo.

This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

TAXATION DIVISION

Company ID Number: 808654

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS) and T-Mobile USA, Inc. (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.

2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.

6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.

   a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two

exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of

E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment

eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate

verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site (www.dhs.gov/E-Verify) and on the E-Verify Web browser (https://e-verify.uscis.gov/emp/), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.

6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services

interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.

10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.

5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.

7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. Tf the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services Employer's application.

12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party

for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer T-Mobile USA, Inc.	
Name (Please Type or Print) Jen Giannini-Upton	Title
Signature Electronically Signed	Date 08/25/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/25/2014

Company ID Number: 808654

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	T-Mobile USA, Inc.
Company Facility Address	3617 131st Ave SE Bellevue, WA 98006
Company Alternate Address	12920 SE 38th St Bellevue, WA 98006
County or Parish	KING
Employer Identification Number	911983600
North American Industry Classification Systems Code	517
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	2,230

Company ID Number: 808654

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	40 site(s)
ARIZONA	39 site(s)
CALIFORNIA	352 site(s)
COLORADO	44 site(s)
CONNECTICUT	21 site(s)
DIST OF COL	9 site(s)
DELAWARE	6 site(s)
FLORIDA	198 site(s)
GEORGIA	89 site(s)
HAWAII	9 site(s)
IOWA	1 site(s)
IDAHO	2 site(s)
ILLINOIS	90 site(s)
INDIANA	25 site(s)
KANSAS	18 site(s)
KENTUCKY	17 site(s)
LOUISIANA	18 site(s)
MASSACHUSETTS	58 site(s)
MARYLAND	39 site(s)
MAINE	1 site(s)
MICHIGAN	60 site(s)
MINNESOTA	33 site(s)
MISSOURI	14 site(s)
MISSISSIPPI	6 site(s)
NORTH CAROLINA	43 site(s)
NEW HAMPSHIRE	8 site(s)
NEW JERSEY	68 site(s)
NEW MEXICO	12 site(s)
NEVADA	31 site(s)
NEW YORK	188 site(s)
OHIO	52 site(s)
OKLAHOMA	14 site(s)
OREGON	23 site(s)
PENNSYLVANIA	99 site(s)
PUERTO RICO	57 site(s)
RHODE ISLAND	12 site(s)
SOUTH CAROLINA	32 site(s)
TENNESSEE	28 site(s)
TEXAS	241 site(s)
UTAH	22 site(s)
VIRGINIA	46 site(s)
WASHINGTON	64 site(s)
WISCONSIN	1 site(s)

Company ID Number: 808654

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jarin McNeely
Phone Number	(425) 383 - 5573
Fax Number	
Email Address	Jarin.Mcneely@T-Mobile.com

Name	John Valentine
Phone Number	(813) 689 - 2308
Fax Number	
Email Address	John.Valentine@T-Mobile.com

Name	Latisha Moss
Phone Number	(425) 383 - 2118
Fax Number	
Email Address	Latisha.Moss3@T-Mobile.com

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STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # 1 To **CONTRACT** # MA176-1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing referred to as State Entity and, T-Mobile USA, Inc., referred to as Contractor.**

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

7/1/2019 (original starting date)

6/30/2024 (current ending date)

8/11/2024 **new ending date**

2. **Agreed to changes:**

The Parties Agree as follows:

Rename the Master Agreement from "MA176-1" to "MA176"

To set the term end at 8/11/2024 to align the termination dates with all contracts in the wireless portfolio.

4. **Effective Date of Amendment**: 2/14/2019

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

DocuSigned by:
2/25/2020
Contractor's Signature Date

David Bezzant Sr.Director
Type or Print Name and Title

STATE

Feb 25, 2020
Director, Division of Purchasing Date

Christopher Jennings	801-957-7151	N/A	ctjennings@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

Reviewed and Approved as to Form:

DocuSigned by:
0B531AD6CE8C41C...
T-Mobile USA, Inc. Legal Dept.

(Revision 04 October 2018)

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Contract #: MA176-1

STATE OF UTAH COOPERATIVE CONTRACT

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

T-Mobile USA, Inc.
Name

12920 SE 38th Street
Street Address

Bellevue	WA	98006-1350
City	*State*	*Zip*

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

Contact *Name:* David Bezzant *Phone Number:* +1 602-512-5006 *Email:* David.Bezzant@T-Mobile.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# CJ18012

5. CONTRACT PERIOD: Effective Date: Monday, July 01, 2019. Termination Date: Sunday, June 30, 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 all Individual Responsible (IR.

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 AA: Contractors Supplemental 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

ATTACHMENT S: 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

DocuSigned by:
James Kirby
543F389356F9490...
Contractor's signature — 7/17/2019 Date

James Kirby — Vice President
Type or Print Name and Title

DIVISION OF PURCHASING

Aug 16, 2019
Director, Division of Purchasing — Date

Reviewed and Approved as to Form:
DocuSigned by:
0B531AD8CE0C41C...
7/17/2019
T-Mobile USA, Inc. Legal Dept.

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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 issued against the Master Agreement;
(4) The Specifications or Statement of Work;
(5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
(6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State, including Contractor's Special Terms and Conditions, attached as Attachment AA.

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 applicable commercial code, except 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.

Embedded Software means one or more software applications which permanently reside on a computing device.

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.

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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, acting on behalf of the NASPO ValuePoint program, 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.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Services and/or Products.

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, etc.

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 Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Products means any equipment, software (including Embedded Software), documentation, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement.

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 to place an Order under the terms of this Master Agreement, that issues a Purchase Order against this Master Agreement.

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Services mean wireless service plans and related installation and maintenance services or other solutions.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for Five (5) years. 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 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 and perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed; unless another method of ordering is authorized by NASPO ValuePoint. 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 Purchase Order. 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, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief

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Procurement Official. 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. 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 Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

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; 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 who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation 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 they have the requisite procurement authority to execute a Participating Addendum or place an order under the Master Agreement.

g. Resale. “Resale” means any payment in exchange for transfer of tangible goods, software, 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 and Services (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: transfer between public agencies;

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payments by employees of a Purchasing Entity for Products or Services; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

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. This fee is to be included as part of the pricing submitted with proposal.

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. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, 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 (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 no later than forty-five (45) days after the

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end of the reporting period. Reports shall be delivered to the Lead State and to NASPO ValuePoint 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 they 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, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. 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 recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

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

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel, to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for

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possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. 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.

e. 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.

f. 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 27, 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 27 or to terminate for default pursuant to section 29.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any public sector contracts or Cooperative Purchasing Agreements that will adversely affect the promotion of this Master Agreement or whose terms specifically provide for material 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, subject to any applicable confidentiality obligations.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. 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

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an

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equal guarantee period, and must be made at least (90 Days) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

11. Individual Customers

Except to the extent modified by a Participating Addendum or Purchase Order, 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 charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

12. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

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 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. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

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(1) The Services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for Services being ordered; and
(7) The Master Agreement identifier.

g. 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.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. 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.

i. 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 or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

13. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. 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

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lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., 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.

c. All products 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 and the Purchasing Entity's Purchase Order number.

14. Laws and Regulations

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

15. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of Services performed with agreement by Contractor.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product or Service meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products or Services purchased under this Master

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Agreement, including any additional, replacement, or substitute Product(s) or Service(s) and any Product(s) or Service(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product or Service is delivered or, if installed, the day after the Product or Service is installed and Contractor certifies that the Product or Service is ready for Acceptance Testing. If the Product or Service does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have thirty (30) calendar days to cure the standard of performance issue(s), unless another time frame is agreed upon by the Purchasing Entity and Contractor in writing. If after the cure period, the Product or Service still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product or Service 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 pay all costs related to the preparation and shipping of Product or Service returned pursuant to the section. No Product or Service shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

16. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. 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. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

17. Warranty

The Contractor warrants that the Product shall be delivered new and in original manufacturer's packaging. Because the Contractor is not the manufacturer of the Product, it provides the Product "as-is" and agrees to pass through the standard device manufacturer warranty (generally, 12 months) to the Purchasing Entity. 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.

18. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to

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another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title, subject to any license provisions or acceptable use policies related to any Embedded Software. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

19. License of Pre-Existing Intellectual Property

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

General Provisions

20. 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 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 minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation and Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the

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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.

21. 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, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to 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, excerpts, and transcriptions. 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. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the Lead State, 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 and that permits the Lead State to review compliance with those obligations. Contractor agrees to keep and maintain full, true, and complete billing records, books, and documents as practicable to disclose to the Lead State or their authorized representatives, upon audits, sufficient information to reasonably determine compliance with this Master Agreement and all state

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regulations and statutes. Except where an audit is mandated through legislative or executive action or direction, Lead State shall not perform such audits more than one time per calendar year (including reasonable follow-up). For any audit performed, the Lead State will provide reasonable notice (at least 10 business days) in advance of its review of directly related billing records, books, and documents to Contractor's obligations under this Master Agreement. These audit records are subject to confidentiality obligations by the Lead State or any third-party agent performing this audit on behalf of the Lead State. Any third-party auditor audit shall be subject to prior approval by Contractor (which shall not be unreasonably withheld), and the third-party auditor may be required at Contractor's sole discretion to execute the Contractor's standard non-disclosure agreement prior to examining, inspecting, copying or auditing Contractor's records. Such non-disclosure agreement shall not prohibit disclosure to the Lead State or discussion between the third-party auditor and the Lead State for the purposes of performing an audit.

22. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. The parties acknowledge that they and their employees or agents may, in the course of performing under this Master Agreement, be exposed to or acquire information that is confidential or proprietary to the other party. Any and all information of any form that is marked as confidential or proprietary or would by its nature be deemed confidential or proprietary, including, but not limited to, (1) business records, (2) personnel records, and (3) personally identifying information, shall be considered confidential or proprietary information. Any reports or other documents or items (including software) that result from the use of the confidential or proprietary information by a party shall be treated in the same manner as the confidential or proprietary information. Confidential or proprietary information does not include information that (1) is or becomes publicly known; (2) is rightfully in a party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; or (3) is disclosed with the written consent of the other party. Pursuant to relevant public records law, information or documents the Lead State or Purchasing Entity receives from Contractor may be open to public inspection and copying. The Lead State or Purchasing Entity may have the duty to disclose unless a particular record falls within an exemption. Contractor may label specific documents or verbally indicate in presentations or meetings, including specific portions thereof, as a "confidential" or "proprietary" in accordance with relevant public records law.

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 shall advise Purchasing Entity,

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applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense 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 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. Public Disclosure Laws. These provisions shall be applicable only to the extent they are not in conflict with the applicable public records law of the Lead State or Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the NASPO ValuePoint's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. 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 21. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

23. Public Information

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

24. 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

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approval of the Lead State. Such approval shall not be unreasonably withheld. Notwithstanding the foregoing, prior written approval of the Lead State is not necessary for changes in control of T-Mobile, including mergers or acquisitions, or for subcontracts necessary to support Contractor's regular operations.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

25. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

26. 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.

27. 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 or Services delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit.

28. 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.

29. Defaults and Remedies

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

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Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any 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; 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. 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 in the written notice of default, 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 Contracts or portions thereof;

(3) Intentionally omitted; and

(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 Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

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30. 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.

31. 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.

32. Indemnification

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

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Services or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Services with any other product, system or method, unless the Services, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Services; or

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(c) reasonably required, in order to use the Services in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Services in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor.

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 vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all 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, be represented by counsel of its choice 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.

Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

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33. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, 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.

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. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

34. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award 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. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. 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.

35. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action 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

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on such claim for relief or cause of action.

36. 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 contractual requirements or certifications that must be satisfied 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.

37. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

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EXHIBIT AA
CONTRACTOR'S ADDITIONAL SPECIAL TERMS AND CONDITIONS

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ATTACHMENT AA

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

The following Contractor Special Terms and Conditions are incorporated and made a part of the NASPO ValuePoint Master Agreement Terms and Conditions.

1. Service and Product Pricing. The Service and Product prices are listed on the NASPO ValuePoint website at www.naspovaluepoint.org and the NASPO ValuePoint Lead State's website. Purchasing Entity's use of the Service will be in accordance with the terms and conditions of the Master Agreement. By placing an order for Contractor Products, Purchasing Entity agrees that the Products are intended to be activated on our Service for use only by Purchasing Entity and its employees, and Purchasing Entity will not resell or modify the Products or assist anyone doing so. Products are subject to availability. The delivery address must fall within Contractor's licensed Service area. If Purchasing Entity has a Product or accessory under Contractor's Equipment Installment Program ("**EIP**") or lease, then Purchasing Entity will refer to the terms and conditions of that agreement.

1.1 Activation Fees. Contractor's initial activation fee will be waived for each Purchasing Entity Master Account and Employee Account for activation of each new line of Service.

1.2 iBilling and iAnalyst Billing Service. Purchasing Entity may enroll in Contractor's iBilling and/or iAnalyst online billing services at no additional monthly charge for the Master Account only; provided, however, Purchasing Entity must activate and maintain at least six (6) Master Account lines of Service to receive the iBilling and/or iAnalyst billing service.

2. Employee Advantage Program. "**Employee Accounts**" means Purchasing Entity's employees who have signed up for Contractor Service and are directly responsible for payment of Service and Products under Contractor's Employee Advantage Program. For Employee Advantage Program details and eligibility requirements visit www.Contractor.com/business/offers/advantagerewards. Employees can only activate a line of Service under the Contractor Advantage Program at the above website or by calling Contractor's toll-free number, 1-877-347-2127. Contractor periodically reviews Employee Accounts to confirm continued proof of employment and employee eligibility. Upon Contractor's request, Employee will provide proof that they are currently employed by Purchasing Entity. After employment with Purchasing Entity ends, Employee will be eligible to receive Service under Contractor's standard consumer rate plans, subject to the applicable terms and conditions under such rate plans. Purchasing Entity will not be liable for payment on any Employee Account established under the Employee Advantage Program. In its sole discretion, Contractor may change or discontinue any or all of the benefits, offers or features of its Employee Advantage Program to the extent done so on a general basis for Employee Advantage Program members.

2.1 Marketing Commitments. Subject to Purchasing Entity pre-approval, Purchasing Entity will work with Contractor in marketing the Employee Advantage Program to its employees by:

- Allowing Contractor to participate in any applicable on-site vendor attended benefits events for Purchasing Entity's employees;
- Allowing Contractor to advertise in Purchasing Entity publications sent to employees (such as newsletters, journals, magazines, periodicals or new employee packets);
- Including information regarding the Employee Advantage Program in periodic email announcements regarding employee benefit opportunities;
- Posting Employee Advantage Program offers on the Purchasing Entity's intranet;
- Allowing Contractor to utilize Purchasing Entity's name in marketing initiatives to Purchasing Entity's employees; or
- Cooperating with any other efforts mutually agreed upon by Purchasing Entity and Contractor aimed at marketing the Employee Advantage Program benefits to Purchasing Entity's employees.

3. Service Availability. Service is available to a Product only when it is within the operating range of Contractor's owned network coverage area ("**Network**") or the network of an operator with which Contractor has an applicable roaming agreement.

Coverage maps are available at www.Contractor.com and are only estimates of our anticipated coverage area outdoors. Purchasing Entity's actual Service area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Purchasing Entity's Users are on a private or public Wi-Fi network, using a non-Contractor Product, or if a Product no longer supports network technologies compatible with or available on Contractor's network. Outages and interruptions in Service may occur, and speed of Service varies. Products also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable Products, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Service availability. Contractor may impose usage or Service limits, suspend Service, or exclude certain categories of calls (e.g., conference & chat lines, broadcast, international, 900, 976 calls, etc.) in taking reasonable network management or security measures. For non-governmental entities qualified to purchase as Purchasing Entities under this Agreement, T Mobile may also impose limits on Master Account Service or Product orders based on the Purchasing Entity's then-current credit rating.

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Contractor engineers its network to provide consistent high-speed data service, but at times and at locations where the number of Purchasing Entity using the network exceeds available network resources, Purchasing Entity will experience reduced data speeds. In those cases, Purchasing Entity who choose certain rate plans may notice speeds lower than Purchasing Entities on other Contractor branded rate plans, which are prioritized higher on Contractor's network. Further, to help ensure positive experiences for Purchasing Entities on Contractor branded plans and to minimize capacity issues and degradation in network performance, Contractor may, without advance notice, take any actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users (with the exception of emergency first-responders using T-Mobile's rate plans offered only for emergency first responders), specifically those using more than 50GB of data in a billing cycle, below that of all other Purchasing Entities in times and locations where there are competing Purchasing Entity demands for network resources, for the remainder of the billing cycle.

Products must be used predominantly within the Contractor-owned Network coverage area. Products may connect to another provider's network ("**Off-Net**") even when Users are within the Contractor coverage area. Purchasing Entity should check Purchasing Entity's Product to determine if Purchasing Entity is Off-Net. To the extent Purchasing Entity unreasonably uses Off-Net capability, Contractor may limit or terminate Purchasing Entity's Service. Contractor may in its discretion limit or terminate the affected line of Service if (a) more than 50% of a User's voice and/or data usage is Off-Net for any two billing cycles within any twelve (12) month period, (b) a User's Off-Net usage makes it commercially unreasonable for Contractor to provide Service to such User, or (c) based on Contractor's arrangements with an Off-Net provider. If a User's Off-Net voice usage, data usage or messaging usage exceeds its associated rate plan allotment, such Users will be alerted and access to Off-Net coverage may be suspended or denied. Location services, including 9-1-1 location services, may not be available in Purchasing Entity's area and are subject to the Service limitations in this Section 4.

4. Use of Service. Except approved by Contractor or otherwise agreed upon under the Master Agreement, Purchasing Entity agrees not to resell any aspect of the Service or bundle it with any product or device not directly provided to Purchasing Entity by Contractor, whether for profit or otherwise. Purchasing Entity agrees not to modify the Products or use the Service or Products for any fraudulent, unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to Contractor's business, reputation, employees, subscribers, facilities, third parties or to the public generally. Unless authorized by Contractor, Purchasing Entity agrees that it will not use a Number on the Network for any purpose but for access to the public switched telephone network. Purchasing Entity agrees not to use the Service or Products to send any harassing, threatening, obscene, or unsolicited commercial text, e-mail or other messages. Purchasing Entity has no proprietary or ownership rights to a specific number, IP address or email address assigned to a Purchasing Entity or Purchasing Entity's Product. Purchasing Entity may be able to transfer a Master Account User's Number to or from another provider with whom Contractor has a porting relationship in accordance with Contractor internal business policies. For additional information about local number portability, please contact Corporate Purchasing Entity Care at (800) 375-1126 or email Contractor at Businesscare@Contractorsupport.com. Purchasing Entity agrees that Contractor may contact Master Account Users through the Products to notify such User of changes to or information about their account or the Service. Contractor may deactivate or suspend Service to any Number without prior notice if Contractor suspects any unlawful or fraudulent use of the Number. Purchasing Entity agrees to reasonably cooperate with Contractor in investigating suspected unlawful or fraudulent use. Purchasing Entity acknowledges that the Product may not be compatible with the network and services provided by another service provider. Purchasing Entity may buy Products from Contractor, or from someone else, however all existing account transfers will be handled in accordance with the terms of Section 2 herein. Purchasing Entity agrees to protect usernames and passwords for Purchasing Entity's Master Account(s) and Purchasing Entity is responsible for any usage of its Master Account(s). Purchasing Entity agrees to immediately notify Contractor of any unauthorized use of Purchasing Entity's Master Account(s) or other security breach of Master Account information or credentials, or any fraudulent use of the Master Account, where Purchasing Entity has knowledge.

5. Billing and Payment of Charges.

5.1 Billing

5.1.1 Purchasing Entity will be charged for Service and other features on a monthly billing cycle basis. Purchasing Entity agrees to pay all Charges assessed and billed to Purchasing Entity or that were accepted or processed through all Products on Purchasing Entity's Master Accounts, and other charges or purchases assessed and billed to Master Account Users. Because of user choice to incur third-party costs, Purchasing Entity may incur extra charges for calls to some numbers (for example (but not limited to), conference & chat lines, broadcast, calling card, international, 900 or 976 calls. Purchasing Entity may be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. Charges for Wi-Fi usage may vary; see your selected Rate Plan for more details. Unused minutes or other allocated Services (e.g., text messages, data transmission) expire at the end of the billing cycle unless otherwise expressly stated by such Rate Plan's terms and conditions. Airtime usage is measured from the time the Network begins to process a call (before the call rings or is answered) through its termination of the call; or if applicable, any fraction of a minute of usage is rounded up to the next full minute. Depending on the Rate Plan, data usage may be rounded up at the end of each data session, at the end of Purchasing Entity's billing cycle, and/or at the time Purchasing Entity switches data plans. Contractor may change Purchasing Entity's billing cycle at any time.

5.1.2 International Roaming and Dialing. Availability and features offered for international roaming and dialing vary depending on Master Account Users' Rate Plan and Product. All countries may not be available for roaming and available countries may change from time to time. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), Users may be charged international rates (including for voicemails

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left for such Users and for data usage). Such Charges include per minute rates for calls and per minute rates for calls transferred to Users' voicemail and the relevant data rates for data usage. Users roaming internationally may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for such Users and regardless of whether the Product is on or off. Users may be able to disable these applications and features through a Product's settings. Different rates and rounding increments apply in different countries. See www.Contractor.com for information on international access, rates, Services and coverage. While roaming internationally, User data throughput may be reduced, and User Service may be otherwise limited or terminated at any time without notice. Purchasing Entity is responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with User Products. Billing of roaming charges, data usage and minutes of use or Services may be delayed or applied against included data allotments, minutes or Services in a subsequent billing cycle, which may cause Purchasing Entity to exceed Purchasing Entity's allocated data, minutes or Services in a particular billing cycle. Purchasing Entity may request that Contractor block a Master Account line of Service from placing international calls ("**International Dialing Block**") by calling Business Purchasing Entity Care or by Email at businesscare@Contractorsupport.com. The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. Purchasing Entity and its Users must familiarize themselves with how to access these services before using the Products or any handset for international roaming.

5.1.3 **Lost Product**. If Purchasing Entity's Product is lost or stolen ("**Lost Product**"), Purchasing Entity must (a) promptly notify Contractor and Contractor will suspend Service for the Lost Product; and (b) provide Contractor with reasonable documentation Contractor requests (such as a copy of a filed police report if the Product is stolen) within fourteen (14) days. If Purchasing Entity completes the above requirements, Purchasing Entity will not be liable for additional usage Charges incurred in excess of Purchasing Entity's Rate Plan Charges, applicable taxes, fees and surcharges. If Purchasing Entity purchased a Product through Contractor's EIP, the Purchasing Entity remains obligated for the total payments due on the Product. If Charges are incurred before Purchasing Entity notifies Contractor, Purchasing Entity is not liable for unauthorized Charges. Purchasing Entity may request that Contractor investigate Charges Purchasing Entity believes to be unauthorized and Purchasing Entity may need to submit information to support the requests. If Contractor determines the Charges were unauthorized, Contractor will credit Purchasing Entity's account. If Contractor determines the Charges were authorized, Contractor will inform Purchasing Entity within 30 days and Purchasing Entity will be responsible for all Charges incurred. If Purchasing Entity requests that the Service not be suspended on the Lost Product, Purchasing Entity will remain responsible for all Charges incurred under that specific line of Service. Contractor may prevent a lost or stolen Product from registering on Contractor's and other networks.

6. **Taxes, Fees and Surcharges.**

6.1 Contractor will invoice Purchasing Entity's Master Account for taxes, fees (e.g. sales, use, excise, business activity, margin, value added, public utility, environmental and other taxes, except as otherwise specified in this paragraph) and regulatory charges, such as e911 or public utility fees, levied by or to be remitted directly to federal, state or local authorities, or foreign governments or foreign service providers imposed on Purchasing Entity or Contractor as a result of providing the Service specified under this Agreement ("**Taxes, Fees and Charges**"). Contractor will determine, in its reasonable discretion, the Taxes, Fees and Charges Purchasing Entity is responsible to pay and the amount of those Taxes, Fees and Charges, which may change or increase at any time without notice, regardless of any Rate Plan guarantee. However, Contractor will make itself reasonably available to answer questions from Purchasing Entities concerning changes to its invoice and charges, which can be part of any business review meetings or discussions between Contractor and a Purchasing Entity. If Purchasing Entity claims a tax exemption, Purchasing Entity must provide Contractor with valid evidence of tax exemption"), which will be applied prospectively. Contractor will be responsible for net income, net worth/capital stock and property taxes imposed on Contractor.

6.2 Contractor may also invoice Purchasing Entity for all applicable surcharges.

6.3 All payments made by Purchasing Entity will be made without any deduction or withholding for, or on account of, any Taxes, Fees and Charges imposed by any taxing or governmental authority of any country or state. Where Purchasing Entity determines there is a requirement to withhold income tax from any payments due Contractor, Purchasing Entity will promptly notify Contractor of such determination and provide the basis for such conclusion, e.g., by providing a copy of a notice received or of any analysis performed to allow Contractor to remediate or resolve the withholding requirement. To the extent that such withholding requirement cannot be resolved, Purchasing Entity may perform such withholding and shall provide Contractor with documentary evidence of the withholding and remission of the Taxes or Fees to the applicable governmental authority. Purchasing Entity shall reasonably assist Contractor for the recovery of such withheld tax. To the extent Purchasing Entity fails to timely inform Contractor of Purchasing Entity's withholding determination, Purchasing Entity will ensure that the gross amount payable by Purchasing Entity to Contractor will be increased so that after any such withholding for income tax, the net amount received by Contractor will not be less than the amount Contractor would have received had no such withholding occurred.

6.4 Contractor is required to use Purchasing Entity's business street address, which must be within Contractor's licensed service area, to determine the application of certain Taxes, Fees and Charges. If Purchasing Entity provides Contractor with an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdiction(s) or does not reflect the Service area associated with its Master Account Number(s), Purchasing Entity may be assigned a default location for Taxes, Fees and Charges calculation, which may result in a higher or lower charge for certain Taxes, Fees and Charges.

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6.5 The Parties agree that they will reasonably cooperate to fully comply with all applicable tax laws, rules, regulations and guidelines affecting this Agreement. In addition, Contractor and Purchasing Entity will similarly cooperate in order to take actions to minimize, or to qualify for exemptions from, any applicable taxes, duties or tariffs as allowed under applicable law and regulations.

7. Privacy. All services under this Agreement are governed by the Contractor Privacy Policy, as posted at https://www.Contractor.com/website/privacypolicy.aspx (which is informed by U.S. Federal Communications Commission rules and regulations), which may change from time to time without notice to Purchasing Entity, with respect to collection, use, and disclosure of personal information. Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy in voice or data communications or in use of the Service or Products cannot be guaranteed, and Contractor will not be liable to Purchasing Entity for any lack or breach of privacy experienced while using any Products, the Service, Content & Apps (as defined below) or in connection with Third Party Ads (as defined below). Only as permitted by law, Contractor may monitor, intercept and disclose content (voice or data) and any associated metadata that is transmitted over or using its facilities (for example, to comply with legal process or for network security). Purchasing Entity's caller identification (e.g., name and number) may be displayed on the equipment or bill of the person receiving Purchasing Entity's call.

8. Cancellation and Return Policy. Users and Employee Accounts may cancel a new line of Service within 30 days of activation ("**Cancellation Period**"), if the User: (a) contacts Contractor to cancel Service; and (b) returns the Like New Product (defined below) through Purchasing Entity's Contractor account representative, or team, or location from which it was purchased with proof of purchase. The "**Return Period**" is thirty (30) calendar days from the Product's purchase date. Only Like New Products returned with proof of purchase to Purchasing Entity's Contractor account representative or team or location from which it was purchased within the Return Period are eligible for a refund of the purchase price. A "**Like New Product**" is a Product purchased from Contractor that is in its original packaging with all original contents, undamaged, and in good working condition with no material alterations to the Product's hardware or software, as determined by Contractor in its sole discretion. Purchasing Entity may be required to pay a commercially reasonable restocking fee for failing to return a Product with included packaging, manuals or accessories, or if the Product returned is in a damaged, altered or destroyed condition. Even if Purchasing Entity cancels Service and/or returns any Product as provided herein, Purchasing Entity must pay all Service and usage Charges incurred thru the end of Purchasing Entity's Service term or return date and any applicable subsequent penalties or assessments. If a User attempts to cancel Service, but does not return the applicable Product or if such Product is returned in a damaged, altered or destroyed condition, Contractor may take one or more of the following actions: (i) prevent such Product from working on any network; (ii) charge an early termination fee (if such line of Service is subject to an early termination fee); (iii) elect not to process Service cancellation; or (iv) charge such User the suggested retail price or the cost to repair the applicable Product, (which may be greater than the price paid for such Product), plus any shipping and handling charges. Except for the 30-calendar day Return Period, the cancellation and return policies in this Section 13 will not apply to Users who purchase Product(s) through Contractor's EIP or a Contractor leasing program and the terms of that program's agreement will supersede and control the purchase or lease of those Products.

9. Account Maintenance Authorization. Purchasing Entity hereby authorizes Contractor's Account Management Team to access Purchasing Entity's Master Accounts to perform account maintenance services at Purchasing Entity's discretion and on its behalf, including but not limited to: (a) rate plan changes; (b) feature changes or additions; (c) mobile Number changes; (d) SIM changes; (e) Product upgrades/exchanges; (f) re-set of voicemail passwords; (g) change of address; and/or (h) set-up courtesy statements.

10. Use of Third-Party Equipment and Handsets. In the event that Purchasing Entity uses third party equipment, handsets or Products with the Service that are not provided Purchasing Entity under the Master Agreement ("**Third-Party Equipment**"), Purchasing Entity acknowledges and agrees to the following: (a) Contractor will not accept any returns of the Third Party Equipment; (b) Contractor will not provide any warranty of any kind on the Third Party Equipment; (c) Contractor will not offer Purchasing Entity Care services for the Third Party Equipment; (d) the Third Party Equipment may not function properly with the Service(s) or Network; (e) each User will use the Third Party Equipment at its own risk; and (f) Purchasing Entity will be responsible for monthly service charges accrued from the date Contractor fulfills an order for a Subscriber Identity Module ("**SIM**"). Contractor disclaims all liability for Use of Third-Party Equipment. In the event that Contractor certifies or endorses the use of certain Third-Party Equipment with the Service, the above provisions will still apply.

11. Account Management (Purchasing Entity Authorization). During the term of this Agreement, Purchasing Entity may authorize a third party to act as Purchasing Entity's agent ("**Purchasing Entity Agent**") for purposes of procuring necessary support services related to this Agreement, subject to the following conditions:

(a) Purchasing Entity remains fully responsible for any obligations incurred under this Agreement, whether due to changes Purchasing Entity or its Purchasing Entity Agent requests for Purchasing Entity's account;

(b) Purchasing Entity will ensure that its Purchasing Entity Agent has agreed to confidentiality and/or non-disclosure terms that are at least as protective of Contractor's confidential information as contained in this Agreement;

(c) Purchasing Entity consents to Contractor's disclosure of Purchasing Entity's Confidential Information (as this term is defined herein) and Purchasing Entity Proprietary Network Information (CPNI), as defined in the Communications Act of 1934, as amended, 47 U.S.C. § 222, (1996) to its Purchasing Entity Agent, and waives any claim against Contractor for any damages, expenses, costs, or liabilities arising from such disclosure;

(d) Purchasing Entity fully acknowledges, understands and accepts that there may be foreseeable and unforeseeable risks, including, but not limited to, increased risks of fraud to Purchasing Entity's account or improper disclosure of Purchasing Entity's account information, related to Purchasing Entity's request that Purchasing Entity personnel be granted access to Purchasing Entity's accounts; and

(e) Activations of new lines of Service under this Agreement will continue to be activated through the Contractor Business Sales Account Team assigned to Purchasing Entity's Contractor account; provided that such activation requests may be made by Purchasing Entity or its Purchasing Entity Agent; and

(f) Participating Entity agrees to be bound by the terms of any and all EIP or lease agreements signed by Participating Entity Agent's on behalf of Purchasing Entity.

This authorization will be valid for the term of this Agreement and may not be modified except pursuant to a written amendment signed by Participating Entity and Contractor.

12. Additional Terms for Plans and Other Features. The following terms apply to Purchasing Entity's Master Account data plan(s). To the extent any data plan terms expressly conflict with the terms in this Agreement, the applicable data plan terms will govern.

12.1. Permissible and Prohibited Uses. Purchasing Entity's Data Plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of the Services and Products are permitted and others are not. If Purchasing Entity buys, leases, or finances a Product manufactured for use on the Network, Purchasing Entity agrees that it intends it to be activated on our Service. Examples of permitted uses include but are not limited to: (a) voice calls; (b) web browsing; (c) messaging (d) email; (e) streaming music; and (f) Tethering a Product to other non-harmful Products pursuant to the terms and conditions and allotments in the associated Rate Plan.

Examples of prohibited uses include but are not limited to: (aa) using a non-T-Mobile certified repeater or signal booster other than Contractor provides Purchasing Entity; (bb) compromises Network security or capacity, degrades Network performance, uses malicious software or "malware", hinders other Purchasing Entity' access to the Network, or otherwise adversely impacts Network service levels or legitimate data flows; (cc) with the exception of use by emergency first responders, using applications which automatically consume unreasonable amounts of available Network capacity; (dd) with the exception of reasonable IoT applications, using applications which used in a way that degrades network capacity or functionality; (ee) misuse of the Service, including "spamming" or sending abusive or unsolicited communications; (ff) tampering with, reprogramming, altering, or otherwise modifying Purchasing Entity's Products to circumvent any of Contractor's policies or violate anyone's intellectual property rights; (gg) causing harm or adverse effects on Contractor, the Network, Contractor, Purchasing Entity, employees, business, or any other person; or (hh) causing Contractor to violate applicable laws and regulations.

12.2. Protective Measures. Contractor engineers our network to provide consistent high-speed data service, but at times and at locations where the number of Purchasing Entity using the network exceeds available network resources, Purchasing Entity will experience reduced data speeds. To help ensure a positive experiences for Purchasing Entities and to minimize capacity issues and degradation in Network performance, Contractor may, without advance notice, take any actions necessary to manage the Network on a content-agnostic basis, including, prioritizing the data usage of a small percentage of unlimited high-speed data Purchasing Entities who use the highest amount of data below that of other Purchasing Entities (except in the case of emergency first responders using T-Mobile's rate plans offered only for emergency first responders) in times and locations where there are competing Purchasing Entity demands for Network resources, for the remainder of the billing cycle. Where the Network is lightly loaded in relation to available capacity, a Purchasing Entity whose data is de-prioritized will notice little, if any, effect from having lower priority. This will be the case in a vast majority of times and locations. At times and locations where the Network is heavily loaded in relation to available capacity, however, these Purchasing Entity will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. Contractor constantly works to improve Network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When Network loading goes down or the Purchasing Entity moves to a location that is less heavily loaded in relation to available capacity, the Purchasing Entity's speeds will likely improve. See www.Contractor.com/OpenInternet for details and for current data amount subject to this practice.

12.3. Downloadable Content and Applications. Purchasing Entity can purchase services and products from third-parties ("**Content & Apps**") using its Product(s), and charges for these purchases may be included in Purchasing Entity's Master Account invoice. Purchasing Entity may block purchases of third-party products or services by emailing Contractor at Businesscare@Contractorsupport.com, or contacting Purchasing Entity Care at (800) 375-1126. For these third-party purchases, although the charges may appear on Purchasing Entity's invoice, Contractor is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website Master Account Users access through the Content & Apps. Purchasing Entity's download of Content & Apps is at its own risk. Unless otherwise stated, any support questions for these Content & Apps should be directed to the third-party seller identified at the point of purchase. Some Content & Apps may require Purchasing Entity's agreement to a license or other terms with the third party. Some Products or Content & Apps may contact our Network without

Purchasing Entity's knowledge, which may result in additional Charges (e.g., while roaming internationally). To use, download, or install Content & Apps that Purchasing Entity purchases from Contractor, the Content & Apps are licensed to Purchasing Entity by Contractor and may be subject to additional license terms between Purchasing Entity and the creator/owner of the Content & Apps. Whether purchased from Contractor or a third-party seller, any Content & Apps Purchasing Entity purchases are licensed for personal, lawful, non-commercial use on User's Product only. Purchasing Entity may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps.

12.4 Contractor is not responsible for any download, installation, use, transmission failure, interruption, or delay related to Content & Apps, or any third-party content, services, advertisements, or websites Purchasing Entity may be able to access by using its Product(s) or the Services, even if charges for Content & Apps appear on Purchasing Entity's Contractor bill. Purchasing Entity is responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.

12.5 Contractor may retain, use, and share information collected when a Master Account User downloads, uses, or installs some Content or Apps, may update such User's Content or App remotely, or may disable or remove any Content or App at any time to perform its Services under the Master Agreement. Purchasing Entity may refer to Contractor's Privacy Policy, as well as the Content or App creator/owner's privacy policy for information, regarding the collection, use and retention of information collected when a User downloads, installs, or uses any Content or App. Contractor is not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website Users may be able to access through the Content or App.

13. Additional Terms for Plans and Other Features.

13.1 Service Limitations, Connectivity and International Use. Purchasing Entity acknowledges and agrees that a User's use of any Wi-Fi network is permissible and that Purchasing Entity (and not Contractor) is solely responsible for all charges associated with a Master Account User's use of the Service. Cell Broadcasts (alerts that go to certain Purchasing Entity) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. Calls from certain designated countries and destinations* over Wi-Fi are $.25/min (no charge for Wi-Fi calls to US, Mexico and Canada). Calls made over Wi-Fi outside of designated countries and destinations* will be charged standard international roaming rates. Purchasing Entity will pay for all internet access charges incurred by Master Account Users. (*Except as indicated in this Agreement, Contractor offers travel without limits with unlimited data and texting in 210+ countries and destinations at no extra charge. The list of 210+ countries and destinations is subject to change at Contractor's sole discretion. Visit www.Contractor.com/coverage/roaming.)

13.2 9-1-1 and Emergency Alerts Service and Wi-Fi Calling. Purchasing Entity agrees and will inform all Master Account Users as follows:

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by Contractor, or may not work at all. Purchasing Entity agrees to review all terms and conditions of such third-party products. Contractor is not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and Purchasing Entity's ability to receive emergency services may be impeded. Contractor cannot assure Purchasing Entity that if Purchasing Entity places a 911 call or text Purchasing Entity will be found. Emergency Alerts. Contractor has chosen to offer wireless emergency alerts, within portions of our coverage area, on wireless alert capable Products. There is no additional charge for these wireless emergency alerts. For details visit: www.Contractor.com/responsibility/consumer-info/safety/wireless-emergency-alerts.

Contractor may use a variety of information and methods to determine the location of a 9-1-1 call, including Contractor's GSM wireless Network if available in a User's location, or the location of a User's Primary Address. Even with this information, Purchasing Entity acknowledges that an emergency operator may not be able to receive or use the address information (or a User's phone number) to locate the User in order to provide emergency services. If a User dials 9-1-1 while outside the U.S., 9-1-1 services may not be available. Purchasing Entity is required to provide Contractor with a valid address for the location at which Purchasing Entity's Master Account Users primarily use Wi-Fi Calling ("**Primary Address**"). If Purchasing Entity does not provide Contractor with a Primary Address, Contractor may block Users' usage of certain Wi-Fi networks. If such address changes, either temporarily or permanently, Purchasing Entity will register the new address with Contractor. Contractor assumes no responsibility for securing the Primary Address. When Users use Wi-Fi Calling Service away from the Primary Address, Contractor may have no or very limited information about the User's location, which could result in (i) a 9-1-1 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the User's call and the User's location; or (iii) a User's 9-1-1 call being routed to an emergency response center, which will ask the User for the User's location and use that information to route the call to a public safety agency.

13.3 Text-to-911: Text to 9-1-1 may be available in some locations where Contractor Service is provided and is dependent on the public safety agency's ability to receive text messaging. Contractor recommends that Purchasing Entity uses voice communications as its primary method of contacting 9-1-1.

Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("VoLTE"). If Users cannot make a voice call to 911, Contractor recommends that Users use an internet-based Telecommunications Relay Service such as

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Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. Contractor Real-Time Text ("RTT") technology is available on Contractor's network and can be used on select Products to contact 911. For more information, see www.Contractor.com/accessibilitypolicy.

13.4 911 Access: 911 services are made possible by state and local governments. Contractor handsets are capable of making calls to 911 in the United States, and 911 access is available to Purchasing Entity regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Purchasing Entity's Users must be prepared to provide information about where the User(s) are located. In some cases, 911 communications center operators may not know the User's phone number or have information about that User's location. Other third-party entities are involved in connecting a 911 call and Contractor does not determine the public safety agency to which the 911 call is routed. If Purchasing Entity is porting a phone number to or from Contractor, Contractor may not be able to provide Purchasing Entity with some Services, such as 911 location services, while the port is in process. If any User is outside the U.S., such User may have to dial a different number than 911 to call emergency services.

13.5 Wi-Fi Calling. Wi-Fi Calling services use an internet connection to make calls, **("Wi-Fi Calling")**, including 911 calls, and calls to 911 using Wi-Fi calling operate differently than traditional 911. When enabling Wi-Fi Calling, Purchasing Entity must provide Contractor with the primary street address at which the Wi-Fi Calling service will be used ("Registered Location"). If Purchasing Entity's Users call 911 over Wi-Fi, Contractor will provide Purchasing Entity's Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate a User. Purchasing Entity agrees to update its Registered Location if Purchasing Entity's Users use Wi-Fi service at a different location. Purchasing Entity can update its Registered Location by contacting Contractor Purchasing Entity Care.

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MA176-1

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.

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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).

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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.

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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.

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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.

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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

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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.

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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

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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

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  - 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

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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.

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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

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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.

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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.

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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.

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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 Costsheet (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

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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.

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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

<u>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.</u>

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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.

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MA176-1 Wireless Voice, Data and Accessories Attachment C: Coststheet

Award Category 1 Coststheet

Vendor Name: T-Mobile USA, Inc.

Subsidized 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*.
1	basic phone - unlimited voice & messaging	$20.00	0.115	$2.30	T-Mobile provides a basic phone with an MSRP value of $60.00 for calling and text messaging on a subsidized unlimited talk, text, and 2GB data plan. 24 months of service required.
2	Smartphone - 4 Gig of data, unlimited voice & messaging	$24.36	0.055	$1.34	T-Mobile provides a basic smart phone with an MSRP value of $110.00 included with a Smartphone Unlimited data, voice and messaging plan. 24 months of service required.
3	Smartphone - 300 minutes of voice, unlimited data & messaging	$20.00	0.357	$7.14	T-Mobile provides a smartphone discount of $50.00 on every unlimitd tablet plan. 24 months of service required on this rate plan.
4	Smartphone - unlimited data, voice & messaging	$34.44	0.048	$1.65	T-Mobile ONE for Government Unlimited • Includes a $240.00 device subsidy. • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount. We also offer a $53.00 or $64.00 (before AVD) subsidized plans with higher subsidies that we can offer to NASPO. 1.1 Requirements for Customer to Qualify for Device Credits. (a) For the Device Credit to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "Subsidy Term"); (b) Customer can only choose one of the rate plans for each line of Service and cannot change or move the lines during the Subsidy Term; (c) Each line of Service and each Device purchased must be activated in accordance with the terms of the Agreement; and (d) Customer's account must remain in good standing with T-Mobile to receive the Device Credit. (e) Customer may upgrade the device after 20 months from date of activation after full payment of the outstanding amounts for the device. For the avoidance of doubt, lines of Service that are terminated or suspended (without reactivation) within the Subsidy Term will not qualify for any Device Credit. Subsidy Term/Termination; Device Recovery Fee. If any line of Service that received a Device Credit is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile a pro rata portion of the Device Credit equal to 5% of the subsidy amount for each month that has been credited
5	data only - low - 150 kb	$8.40	0.014	$0.12	T-Mobile will give $5.00 off of a T-Mobile sold device with a 24 months agreement on the data only low 150kb plan.
6	data only - moderate - 4 Gig	$16.80	0.04	$0.67	T-Mobile will give $15.00 off a data only moderate 4GB plan off of a T-Mobile sold device with 24 months of service on the data only moderate 4GB plan.
7	data only - unlimited data	$38.25	0.287	$10.98	T-Mobile will provide up to $72.00 subsidy off of a T-Mobile sold compatable data hotspot device on the data only unlimied subsidy plan.
Total				$24.09	
Grand Total (C14 + K14)				$25.81	

Bring Your Own Device Scenarios

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*.
8	Smartphone - 4 Gig of data, unlimited voice & messaging	$20.00	0.01	$0.20	Subsidized Unlimited Talk, Text, and Data with 2GB (Other data allotments available) • Unlimited minutes • Unlimited messaging • Unlimited data with 2 GB high-speed • Smartphone Mobile Hotspot. Speeds slow at GB allotment. • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Binge On optimized video • Domestic data roaming • Music Freedom Pricing includes the 16% NASPO discount.
9	Smartphone - unlimited data, voice & messaging	$24.36	0.01	$0.24	T-Mobile ONE for Government Unlimited • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
10	Tablet - 1 Gig of data	$20.00	0.01	$0.20	T-Mobile ONE for Government Tablet Unlimited. • Unlimited messaging and high-speed data • 1GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming Pricing includes the 16% NASPO discount.
11	Unlimited Data Plans (no Throttling) that are used by First Responders	$33.60	0.01	$0.34	Priority ONE for First Responders with no de-prioritization • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
12	data only - low - 150 kb	$8.40	0.01	$0.08	Simple Choice for Government 1GB •Unlimited data (speeds slow at 1GB) •Unlimited domestic messaging •Smartphone Mobile HotSpot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom Pricing includes the 16% NASPO discount.
13	data only - moderate - 4 Gig	$16.80	0.01	$0.17	Simple Choice for Government 3GB •Unlimited data (speeds slow at 3GB) •Unlimited domestic messaging •Smartphone Mobile HotSpot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom Pricing includes the 16% NASPO discount.
14	data only - unlimited data	$38.25	0.01	$0.38	Simple Choice for Government MI Unlimited • Unlimited High-speed Mobile Internet Data • Unlimited domestic messaging • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • Music Freedom Pricing includes the 16% NASPO discount
Total				$1.61	

Subsidized Device Scenario Requirements

Scenario	Description	requirements
1	basic phone - unlimited voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time and unlimited messaging *device must be most current in stock device *data used on device will be pulled from account pool *plan includes unlimited messaging from the US to other countries
2	Smartphone - 4 Gig of data, unlimited voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance *plan includes unlimited messaging from the US to other countries
3	Smartphone - 300 minutes of voice, unlimited data & messaging	*monthly rate covers 1 user / plan for device, network access, 300 minutes of voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month *minutes must contribute to overall account pool *plan includes unlimited messaging from the US to other countries
4	Smartphone - unlimited data, voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month *plan includes unlimited messaging from the US to other countries
5	data only - low - 150 kb	*monthly rate covers 1 user / plan for device, network access and at least 150 kb of 4G data *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
6	data only - moderate - 4 Gig	*monthly rate covers 1 user / plan for device, network access, at least 4 Gig of 4G data and unlimited mobile hotspot *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
7	data only - unlimited data	*monthly rate covers 1 user / plan for device, network access, unlimited 4G data and unlimited mobile hotspot *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month

Bring Your Own Device Scenarios

Scenario	Description	requirements
8	Smartphone - 4 Gig of data, unlimited voice & messaging	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance *plan includes unlimited messaging from the US to other countries
9	Smartphone - unlimited data, voice & messaging	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *data must not throttle before at least 20 gigs of data have been used in the current month *plan includes unlimited messaging from the US to other countries
10	Tablet - 1 Gig of data	*monthly rate covers 1 user / plan for network access, unlimited mobile hot spot and at least 1 Gig of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
11	Unlimited Data Plans (no Throttling) that are used by First Responders	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *plan includes unlimited messaging from the US to other countries
12	data only - low - 150 kb	*monthly rate covers 1 user / plan for network access, at least 150 kb of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
13	data only - moderate - 4 Gig	*monthly rate covers 1 user / plan for network access and at least 4 Gig of 4G data and unlimited mobile hotspot *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
14	data only - unlimited data	*monthly rate covers 1 user / plan for network access, unlimited 4G data and unlimited mobile hotspot *data must not throttle before at least 20 gigs of date have been used in the current month

Catalog Discount Offering

Descripiton	Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered plans as defined by the Scope of Work (Must be an entry to be responsive)	16%	The 16% NASPO discount applies to the rate plans listed above in Category 1.

ILU Discount Offering

Descripiton	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	up to 33%	Amplified Program: Get the hook up with T-Mobile Amplified - exclusive savings of up to 33% off for your employees and their families. •Talk, text & 4G LTE data on your smartphone •Mobile hotspot •Video streaming •FREE Gogo® in-flight Wi-Fi •International coverage in 210+ countries and destinations (up to 256 Kbps) •Name ID •Voice to text •No-cost DIGITS® number with each line

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MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet

Award Category 2 Costsheet

Vendor Name: T-Mobile USA, Inc.

Item Number	Item Description	Manufacture/Brand	Model	Price Per Unit	MSRP	Category Percentage off of MSRP (If applicable)	Average Cost	Notes
1	Cases	Griffin	Apple iPhone X Survivor Strong Case - Black	$29.99	$29.99	25.00%	$36.66	Other options available at https://business.t-mobile.com/accessories
		Apple	Silicone Case for iPhone XS	$39.99	$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		OtterBox	SymmetrySeries Case for Samsung Galaxy S9	$39.99	$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
2	Screen Protectors	Tech21	Apple iPhone X/XS Impact Shield	$34.99	$34.99	25.00%	$29.99	Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Samsung Galaxy S9	$29.99	$29.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Apple iPhone X/XS	$24.99	$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
3	Chargers	T-Mobile	4ft Lightning Cable	$19.99	$19.99	25.00%	$18.32	Other options available at https://business.t-mobile.com/accessories
		Belkin	Micro-USB to USB A Cable, 4ft	$19.99	$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		T-Mobile	Micro Cable 4 ft Black	$14.99	$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
4	Headsets for use with wireless devices	Apple	EarPods with Lightning Connector	$29.99	$29.99	25.00%	$69.99	Other options available at https://business.t-mobile.com/accessories
		Apple	Airpods	$159.99	$159.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Skullcandy	Ink'd Wired with mic - Black	$19.99	$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
5	Speakers for use with wireless devices	JBL	Go Speaker	$39.99	$39.99	25.00%	$123.32	Other options available at https://business.t-mobile.com/accessories
		JBL	Link 10 - Black	$149.99	$149.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Ultimate Ears	BLAST and POWER UP - Black	$179.99	$179.99	25.00%		Other options available at https://business.t-mobile.com/accessories
6	Basic Cell Phone	Alcatel	GO FLIP	$75.00	$75.00	0.00%	$25.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
7	Push to Talk Device	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
8	SmartPhones	Apple	iPhone XS 64GB	$999.99	$999.99	0.00%	$873.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPhone X 64GB	$899.99	$899.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy S9 64GB	$720.00	$720.00	0.00%		Pricing are subject to change at time of purchase and availability.
9	Tablets	Apple	iPad 32GB	$459.99	$459.99	0.00%	$493.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPad Pro 10.5 64GB	$779.99	$779.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy Tab E	$240.00	$240.00	0.00%		Pricing are subject to change at time of purchase and availability.
10	Cellular Modems stand alone, integrated or USB	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
11	MiFi Hot Spots	Alcatel	LINKZONE	$72.00	$72.00	0.00%	$24.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
12	WiFi Cellular Routers	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
13	IoT Sensors	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
14	Cellular-enabled video cameras	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
15	Cords / cables	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
16	Signal Boosters / Antennas	TBD	TBD	$0.00	$0.00	0.00%	$0.00	T-Mobile will work with each Participating State on in-buildling solutions.
		TBD	TBD	$0.00	$0.00	0.00%		T-Mobile will work with each Participating State on in-buildling solutions.
		TBD	TBD	$0.00	$0.00	0.00%		T-Mobile will work with each Participating State on in-buildling solutions.
Total							$278.28	

ILU Discount Offering

Descripiton	Pecentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered to ILU accou	$0.00	Promotional offerings at the time of purchase may apply.

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MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3A: Fleet Management Costsheet				
VENDOR		T-Mobile USA, Inc.		
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	$12.60	$1,512.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	100	$12.60	$15,120.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	500	$12.60	$75,600.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	1000	$12.60	$151,200.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	5000	$12.60	$756,000.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
Total Annual Recurring Cost			**$999,432.00**	

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 devined 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	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	100	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	500	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	1000	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	5000	$0.00	$0.00	Installation, set up and basic training is included at no charge.
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. *install each device in vehicle and connect to OBD-II

Scorable Cost	**$999,432.00**

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MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3C: Mobile Integration Costsheet				
VENDOR		T-Mobile USA, Inc.		
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	$23.50	$2,820.00	a. Cloud PBX Calling i. Direct Inward Dial/Direct Outward Dial to/from Business Phone Number ii. Direct Inward Dial/Direct Outward Dial to/from Business email address to Business email address iii. Personal Group Calling (existing and ad-hoc) 3-Way calling implemented through ad-hoc personal groups iv. Transfer (Blind, Consultative) v. Hold vi. Call Waiting vii. Call Waiting ID viii. Call Forward (All, No Answer, Busy, Selective) ix. Find Me Follow Me x. Do Not Disturb xi. Out of Office xii. Caller Name & Number xiii. Call Name &/or ID Block (outbound) xiv. Call pull xv. Voicemail xvi. Voicemail to text (300 sec)
	100	$23.50	$28,200.00	Same as above.
	500	$23.50	$141,000.00	Same as above.
	1000	$23.50	$282,000.00	Same as above.
Total Annual Recurring Cost			**$454,020.00**	

Service Requirements		
Description		***requirements***
Basic Mobile Integration		As a minimum, solutions meeting this criteria will provide: •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		$0.00	Installation and Set up at no cost.
	100		$0.00	Installation and Set up at no cost.
	500		$0.00	Installation and Set up at no cost.
	1000		$0.00	Installation and Set up at no cost.
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 mobile service with integration to wired service. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.

Scorable Cost	**$454,020.00**

Consutlative Hourly Rate (this rate will be included in the	$0.00

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CLIENT Pension Price, Data and Accessories
Attachment A – Plan Coverage
[this document is intended to cover 250 plans only]
Carrier to complete and feature available under the NASPO ValuePoint contract, and provide full details of the plan or feature
Fill in each column for each plan or feature included. Enter "not applicable" or "N/A" for any column that does not apply to a specification or Feature.
Plans used in the reference submission Attachment C are to be entered in this attachment.

| Plan # - all Numbers # | Plan or Feature Description | MobilNe Cost Before Discount | Discount Percentage | NASPO ValuePoint MobilNe Cost (Net of discount) | One-time Cost Amount | Description of One-Time Cost | Details of Plan | | |

| | | |

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MA176-1 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)

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MA176-1 Attachment H

NASPO ValuePoint Cooperative Contract Detailed Sales Report

☐ No Quarterly Sales

Contractor: **Quarter:**

Vendor Name	Vendor Contract Number	State	Customer Type	Bill to Agency	Bill to City	Bill to State	Bill to Zipcode	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

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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 Eligibile	Access Cost Before Discount	Included in Plan						Notes
					Voice		Data		Text	subsidized	
					Minutes	Pooled	GB	Pooled	Qty	Device	
qty devices o this plan	if carrier has one		yes / no								

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MA176-1 Attachment I

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

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MA176-1 Attachment I Award Category 2 Reporting Template

NASPO ValuePoint Cooperative Contract Detailed Sales Report

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	UNSPSC Commodity	IRU or CRU	List Price/MSRP	NASPO ValuePoint Price	Total Price	Admin Fee	EPEAT	Energy Star Compliant

Need to match up with Green Language in RFP

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

Quantity Sold	Equipment/ Accessory Type	Part Number	Manufacturer	Model	Discount Eligibile	List Price	Notes
					yes / no		

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

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MA176-1 Wireless Voice, Data and Accessories

Attachment J Award Category 3 Reporting

Vendor list Service or Product in use under the NASPO ValuePoint contract, provides the quantity of users for each and the total spend for each application

Subcategory	Vendor Contract Number	State	Customer Type	Bill to Agency	Bill to City	Bill to State	Bill to Zipcode	Acct # or Customer #	Invoice Date	invoice #	Service / Application Name	Quantity of Systems	Quantity of Users or endpoints	# users in largest system	Total Spend
3A, 3 B, 3C, etc...															

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MA176-1

Attachment L

Wireless Data, Voice and Accessories

Network Technology Questionnaire

Network Technology Questionnaire

REDACTED VERSION

The following section requests a description of the characteristics of the networks that you will be using to provide the services covered by award Category 1 of this RFP. To understand the infrastructure and context in which your services will be offered, we ask that you please describe your existing networks, technologies, and plans.

1. 4G Cellular Services

Describe the current status and plans for your 4G LTE and earlier generation wireless voice/data technologies.

1. Current 4G network coverage across the U.S.

   T-Mobile Response: Since 2015, T-Mobile USA, Inc. ("T-Mobile") has more than tripled our LTE coverage. We now cover more than 323 million people and we're working to increase our LTE coverage to 325 million by the end of 2018.

2. Major planned enhancements for these and earlier generation networks in light of the deployment of 5G-based services

   T-Mobile Response: in April 2017, T-Mobile purchased more than $8 billion of 600 MHz spectrum from the Federal government. T-Mobile will dedicate part of the new 600 MHz spectrum we just won to LTE and then part to 5G nationwide. T-Mobile is the first company to commit to building a nationwide 5G network. In addition to the 600 MHz band, we have 200 MHz of spectrum in the 28/39 GHz bands covering nearly 100 million people in major metropolitan areas and an impressive volume of mid-band spectrum to deploy 5G in as well. This positions T-Mobile to deliver a 5G network that offers BOTH breadth and depth nationwide. As 5G standards are defined, chipsets are

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delivered, and equipment comes to market, we expect to be 3GPP certified and be able deploy 5G on clean spectrum – without any re-farming dependency – which means we can light it up and roll it out quickly. We'll expect all this to begin in 2019 and target 2020 for a full nationwide rollout.

3. Voice Quality Performance Target/Guarantee:
    a. Mean Opinion Score (MOS) rating for voice calls

T-Mobile Response: T-Mobile is measuring Mean Opinion Score (MOS) for Voice traffic but we do not currently report on this regularly. The primary metrics we rely on for benchmarking customer experience with voice are Dropped Call Rate and Network availability, noted in the other responses.

    b. Dropped Call Percentage

T-Mobile Response: T-Mobile relies on an extensive system of network performance tools to assess network reliability and performance. Network performance statistics are monitored and noted degradations are addressed. The specific metrics are confidential, however, the network is engineered to a better than 2% call failure rate (drops, blocking, etc.).

    c. What improvements do you expect with the introduction of VoLTE and Wideband Voice?

T-Mobile Response: Over 85% of our calls are carried as Voice over LTE (VoLTE) and Wideband Voice has been deployed since 2016.

4. Broadband Data Performance Expectations/Guarantees:
    a. Uplink/ Downlink Data Rates (Peak, Sustained, Cell Edge)

T-Mobile Response:

4G LTE Network (On-Device):

- Download speeds: Typically between 7 – 40 Mbps, with peaks up to 90 Mbps and minimum expected speeds of less than 0.1 Mbps
- Upload speeds: Typically between 4 – 20 Mbps, with peaks up to 35 Mbps and minimum expected speeds of less than 0.1 Mbps
- Latency: Typically between 30 – 55 ms

4G LTE Network (Via Smartphone Mobile HotSpot/Tethering, for Plans Including 4G LTE Tethering):

- Download Speed: Typically between 3 – 25 Mbps, with peaks up to 90 Mbps and minimum expected speeds of less than 0.1 Mbps
- Upload Speed: Typically between 2 – 10 Mbps, with peaks up to 35 Mbps and minimum expected speeds of less than 0.1 Mbps
- Latency: Typically between 30 – 55 ms

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b. Latency

T-Mobile Response: Based on analysis and projections from third-party, crowd-sourced data and subject to the factors described above and below, T-Mobile expects T-Mobile-branded customers with broadband-capable devices and qualifying service will experience the following speeds and latency on our 4G LTE network. These ranges are projections based on roughly the 25th and 75th percentiles of network tests. For speeds, peak speeds represent the 99th percentile of network speed results:

T-Mobile constantly works to improve network performance on its 4G LTE network and to pursue advanced and next-generation technologies and services. The above ranges are representative of current service plans. You may occasionally experience speeds outside the ranges included in your plan.

In recent years, T-Mobile has aggressively built out its LTE network so nearly all of our customers have regular access to LTE speeds. In those rare instances where customers are not able to receive an LTE signal, T-Mobile provides non-LTE connections (2G, 3G, and 4G HSPA+) in many areas. Non-LTE connections are used by the small percentage of our customers still using non-LTE devices or, in limited cases, when customers with LTE devices are unable to connect to the LTE network. Based on internal and crowd-sourced testing, we expect T-Mobile-branded customers with broadband-capable devices during non-LTE sessions to typically experience average download speeds of 1.5 Mbps, average upload speeds of 230 Kbps, and latency between 60 and 180 ms. The typical customer experience on T-Mobile's non-LTE network is good for streaming audio, email, and web browsing.

5. Mobile E911 Technology
   a. Technology employed?

T-Mobile Response: America's national 9-1-1 calling system is designed to make sure that there is a nationwide, seamless communications infrastructure for reaching emergency services across the United States where T-Mobile has coverage + Puerto Rico. Wireless carriers and legacy phone companies must meet specific standards for 9-1-1 calling – as established by the Federal Communications Commission (FCC). T-Mobile's network handles more than 47 million 911 calls every year – that's more than 130,000 emergency calls every day. T-Mobile leads the wireless industry in advancing the use of new location technologies to improve accuracy, whether the caller is indoors or outdoors. T-Mobile was first in the industry to leverage successful commercial device-based hybrid (DBH) location solutions to improve 9-1-1 location accuracy for both iOS and Android handsets. T-Mobile can provide precise location for text-to-911 instead of just a cell sector centroid estimate provided by other carriers. T-Mobile is fully committed to establishing the National Emergency Address Database (NEAD) that will provide directly actionable 'Dispatchable Locations' for first responders – consisting of a validated civic address with supplemental information such as floor/unit number for multistory buildings. T-Mobile was the first wireless carrier to complete 'First Functional Testing' of Dispatchable Location in the FCC Indoor Test Bed. The NEAD Dispatchable Location solution is expected to become available for 9-1-1 callers during 2019.

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b. Location Accuracy?

T-Mobile Response: Current FCC regulations require either Dispatchable Location or X/Y location within 50 meters (164 feet) for 50% of all wireless 9-1-1 calls. This accuracy requirement increases to 70% of all wireless 9-1-1 calls by April 2020, and to 80% by April 2021. T-Mobile is staying well ahead of these minimum accuracy benchmark requirements, as demonstrated in the Industry Indoor Test Bed, and continues to evaluate new and emerging location technologies as they become available. T-Mobile is also at the forefront of evaluating systems capable of estimating a 9-1-1 caller's vertical location in multistory buildings and will provide this additional information as required by the regulations.

c. Indoor versus outdoor accuracy?

T-Mobile Response: The state-of-the-art location solutions utilized by T-Mobile can produce highly accurate location estimates for 9-1-1 callers indoors and outdoors. Complementary location technologies like Assisted GPS and WiFi-based positioning are combined to perform well in each environment. While outdoors, wireless devices benefit from Global Positioning Satellite (GPS) technology and cell tower triangulation to assist with location accuracy. GPS and cell tower signals can be blocked or diminished by building structures, resulting in reduced location accuracy while indoors. T-Mobile has deployed support for enhanced indoor location accuracy by connecting to the National Emergency Address Database (NEAD), which can map Wi-Fi access points to street addresses that emergency responders can be dispatched to.

d. Compliance with February 2015 FCC Mandates

T-Mobile Response: T-Mobile is compliant with FCC regulations concerning provision of E911 services. T-Mobile employs a network-based technology to deliver E911. All T-Mobile voice-enabled devices are E911 capable.

e. Technology Plans/Expectations/Timeframes

T-Mobile Response: T-Mobile is geared to be a leader in Next Generation 911 (NG911). NG911 will enhance the 911 system to create more efficient, more flexible and resilient systems to keep up with technology used by the public. NG911 will enable emergency reporting via text, images, video and data. T-Mobile has been the industry leader in WiFi calling and over-the-top communications platforms, e.g., DIGITS. WiFi calling allows consumers to make 9-1-1 calls when not connected to a wireless macro network or in areas where there is no macro wireless coverage. DIGITS is an innovative platform that allows for 9-1-1 calls from devices that might not be able to make voice calls otherwise, e.g., tablets. We are also the industry leader in implementing Real-Time-Text (RTT), allowing greater access to 9-1-1, especially for the speech and hearing impaired.

T-Mobile partnered with Apple in 2015 and more recently with Google to enable device based hybrid location technology for 911 calls, which enables wireless devices to send

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precise location information when 911 calls are made. This provides faster location sensing and improved location accuracy.

T-Mobile has deployed technology that allows the mapping of Wi-Fi access points and Bluetooth beacons, indoors and outdoors, to street addresses where emergency services responders can be dispatched.

2. **Network Reliability, Disaster Recovery and Business Continuity**
Describe your overall disaster preparedness plan, the steps you have taken to safeguard your internal and exposed assets, and the types of services and response we can anticipate in the event of an emergency or a disaster.

1. Describe your overall approach to network hardening, including physical security for exposed assets, redundant links to cell sites, and internet-initiated threats.

T-Mobile Response:

A. An Overview

Our team of certified Business Continuity professionals is responsible for documenting and developing enterprise standards, processes, and policies for all business continuity and disaster recovery needs throughout T-Mobile. This team supports business continuity planning and defines enterprise tools and methodologies. Such consistency enhances T-Mobile's overall planning and resumption efforts.

Business Continuity Plans are housed in a centralized online repository, accessible to employees in the office and remotely through a web browser. Additionally, hard copies of plans are available at multiple sites. All Engineering personnel have been trained on these highly-detailed emergency operations plans, and T-Mobile has tiered response teams providing local support needs via enterprise-wide resources.

B. A Network That's There for You

We have portable generators, cell-on-wheels ("COW"), and transport vendors on standby in every market nationwide. This allows us to quickly move generators from point-to-point in response to an emergency. Cell sites are equipped with battery back-up — plus a permanent generator or generator hook-up. In the event of a momentary or extended power failure, Mobile Switching locations have emergency backup power. They're protected by FM 200 or Pre-action Dry Fire Systems, and they also maintain spare equipment inventory for all critical network elements.

T-Mobile's Wi-Fi Calling can be extremely helpful during a disaster recovery. It leverages the protocol IP Multimedia Subsystem/Session Initiation Protocol ("IMS/SIP"), and allows full voice and data functionality when a user is connected to Wi-Fi with Internet access. This let users take advantage of Wi-Fi enabled devices and existing internet infrastructure as a backup to traditional cellular towers.

We have multiple Network Operation Centers ("NOC") for geographic separation in the event of a regional disaster. NOCs are manned 24 hours a day, 7 days a week, and 365 days a year. All service-affecting elements in the networks are either fault tolerant or fully redundant. Critical nodes, such

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as Signaling Transfer Points ("STP") and Service Control Points ("SCP"), are deployed redundantly and geographically diverse. All members of the various T-Mobile Emergency Response and Crisis Management Teams are equipped with Wireless Priority Service ("WPS"), Government Emergency Telecommunication Service ("GETS") and Satellite phones.

C. Emergency Readiness: Government Coordination

Before, during and after a catastrophe, we coordinate with local and state officials, Homeland Security, State EOCs and the FCC. We approach coordinated response on several fronts:

- Various T-Mobile departments have established relationships with Federal, State and Local government agencies and officials to facilitate response to events in affected areas.
- Our Government Affairs team actively coordinates the Company's response activities with the appropriate government officials.
- Our Engineering team has dedicated resources to report operational outages to the Federal Communications Commission on a regular basis.
- We participate in State and Local drills of all varieties. Drills are conducted at the market, regional, and national levels to test readiness and reinforce emergency procedures.
- We provide "Priority Network Access" to public safety officials, emergency first responders, and others in need.
- We provide cell phones and wireless service to fire and police departments.
- T-Mobile monitors evacuation efforts and routes and take steps to increase wireless capacity in those priority areas (shelters, transport hubs, arenas, etc.).

D. Additional Resources for if Disaster Strikes

T-Mobile offers a variety of support options that can provide flexibility and functionality during disasters. They include multiple messaging solutions, mobile internet and e-mail, international services, and online account management.

We're proud of our response and flexibility with catastrophic situations — always placing our customers as our top priority. For example, we were particularly responsive during the recent hurricanes, Harvey, Irma, and Maria.

E. Tiered Support: Getting Customers the Right Help

T-Mobile has a tiered support structure for its offerings. Typically, a customer will contact Customer Care for initial assistance with all types of voice or data issues. The Customer Care representative then troubleshoots the specific issue.

Our tiered response teams provide support to local response needs via enterprise-wide resources. This helps us to maximize resource availability and reduce response time. T-Mobile owns a highly redundant, nationwide Asynchronous Transfer Mode ("ATM") backbone, over which its services (Wi-Fi, GPRS, EDGE, 3G, 4G, and LTE) are routed. Our NOCs, Switches, and Data Centers all have redundancy systems.

If the problem is determined to be a wireless data issue, the call will be routed to our Wireless Data Group ("WDG") for resolution. The WDG will work to resolve the problem. Should the issue require escalation to the next tiered level of Support, WDG will take ownership of the problem, and work

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with the next level of support to provide a resolution in a timely manner. For network issues or Wireless Data Services for device software, WDG will bring in Level 3 Network Engineering.

2. What are you greatest challenges in terms of recovery in the event of extensive damage throughout an extended area, and how do you address them?

T-Mobile Response: The 2017 hurricane season was unrelenting, with three significant back-to-back storms pounding multiple states/islands and leaving behind tremendous devastation. 2018 is also expected to be more active than usual so T-Mobile is planning ahead and getting customers information they may need to be storm-ready.

Advance Preparations
We're always monitoring storm activity and if we see the potential for impact, we'll be ready. T-Mobile sets up an engineering command center near the expected area of impact and deploys rapid-response teams that is ready to help minimize potential interruptions to wireless service. In addition, T-Mobile's Network Operation Centers (NOCs) closely manage network traffic and coordinate response after an event, like in the aftermath of a hurricane.

In Florida and Puerto Rico, areas that are often hardest-hit by tropical storms and where Hurricanes Irma and Maria wreaked havoc last year, T-Mobile engineers have doubled the number of permanent generators and added infrastructure to hundreds of towers. Also, more vehicles are in place throughout the impacted area to enable a faster response once it's safe for engineers to make repairs.

Recovery Efforts
Even with our extensive advance preparations, service interruptions could happen, particularly if there are power outages. Once recovery efforts can begin after an event, T-Mobile deploys equipment, supplies and disaster experts to all affected areas. Emergency equipment includes portable generators, fuel trucks, Cell On Wheels (COWs), Cells on Light Trucks (CoLTS), fuel and diesel trucks and other vehicles.

3. Describe the types and amounts of back-up batteries, generators, COWs/GOATs and other deployable assets you maintain, and how long a period of disruption you anticipate in your planning.

T-Mobile Response:
Reliable, Resilient & Redundant Network
We maintain an organized, integrated, suite of disaster response and recovery plans & procedures, teams, emergency options, equipment and supplies in every geographic area in which T-Mobile provides service. T-Mobile has made significant investment into network redundancy, reliability and resiliency. For times when impacts are unavoidable, we have fleets of emergency equipment such as cell site backup generators, fuel tanks, microwave technology equipment, Cells-on-Wheels (COWs) and other equipment across the country to facilitate quick recovery. We will continue to invest at all levels to ensure service continuity & quick recovery.

Preparation & Response to a disaster event.
Before a disaster strikes the Engineering organization will:

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- Analyze storm conditions for anticipated landfall and condition
- Top off fuel and test back-up generators
- Have portable generators, Cell-On-Wheels (COWs) and Cell -On-Light-Truck, (COLTS) on standby nationwide
- Establish a command center that will mobilize teams of technicians and engineers as soon as conditions permit
- Create staging areas for incoming equipment
- Obtain security as needed to protect personnel and assets
- Have Emergency Teams on stand-by from neighboring cities
- Coordinate with local and state officials, Department of Homeland Security, FEMA, State EOCs and the FCC
- Monitor evacuation efforts and routes and take steps to increase wireless capacity in those priority areas (shelters, transport hubs, arenas, etc…)
- Maintain contracts with fueling vendors nationwide to support recovery needs within 24-48 hours

During and after the actual event, whether earthquake, hurricane or tornado, the Engineering organization will:

- Deploy portable generators and COWs
- Provide Wireless Priority Service to public safety officials, emergency first responders, and others that have subscribed
- Set-up WiFi calling and charging stations

Speed of deployment to a disaster site

Highly detailed emergency operations plans have been created and implemented nationwide and all engineering personnel have been trained. T-Mobile has tiered response teams providing support to local response needs via enterprise-wide resources. This assists us in maximizing resource availability and reducing response time.

3. 5G Cellular Services

Describe your deployment plans for 5G network coverage across the U.S.

1. Expected Role of 5G in your overall network architecture.
   We would like to understand where 5G "fits" in your overall network strategy. For example, do you see 5G as:
   a. A wholesale upgrade for 4G LTE services in the wide area,
   b. A high-capacity local distribution solution for a 4G wide area network,
   c. Some combination of the two,
   d. A fixed wireless solution for business or residential Internet access,
   e. Something else entirely?

T-Mobile Response: Why 5G? Quite simply, 5G brings lower-latency. That means faster response-times for all your applications. But it's about more than just speed. Like massively increased battery life. And an exponential leap in the number of connections you can handle simultaneously — unlocking all kinds of amazing new applications.

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We expect to see a whole new class of applications and solutions that will be built for nationwide 5G. Ultimately, it will allow today's applications to just work better and faster. As with prior network innovations, we can't fully imagine all of the new applications that will emerge. But emerge they will.

- Imagine Augmented Reality heads-up displays that see everything you do, and provide you with real-time, cloud-driven information about the people and objects around you.
- Imagine an earpiece that provides natural language translations in real-time as a friend speaks to you at natural-speed in any language.
- Imagine never losing anything ever again because you can embed low-cost sensors with decade long battery life — then imagine how everything being trackable affects thefts!
- Imagine environmental sensors embedded in the infrastructure — mixed into the asphalt on new smart highways that intelligently route traffic, update road signs, notify road crews when repairs are required and emergency services when accidents occur!

2. Please provide the fundamental strategy you are following for deploying 5G technologies going forward.

T-Mobile Response: As 5G standards are defined, chipsets are delivered, and equipment comes to market, we expect to be 3GPP-certified and able deploy 5G on clean spectrum — without any re-farming dependency — which means we can light-it-up and roll-it-out quickly. We'll expect all this to begin in 2019 and target 2020 for a full nationwide rollout.

We may make projections and statements about the future performance of the Company, which are based on current expectations and assumptions. Please consider the risk factors included in our most recently filed Annual Report on Form 10-K that could cause our actual results to differ materially from those in the forward-looking statements.

3. Timetable and total percent of 5G coverage in each state.

T-Mobile Response: In September 2018, we have announced that we lit up 600 MHz (Band 71) Extended Range LTE in 1,254 cities and towns in 36 states, including the island of Puerto Rico. Our furiously paced deployment of 600 MHz LTE is expanding network coverage and capacity, particularly in rural areas, and lays the foundation for nationwide 5G in 2020 with 5G-ready equipment. While we cannot disclose an exact timetable and total percent of 5G coverage in each state at this time, we will be more than happy to reveal 5G coverage as it becomes available.

4. Proposed Channel Sizes (in MHz) for macro area and small cell deployments

T-Mobile Response: Aggressive deployment of 600 MHz in Q2 2018, augmenting existing low-band capabilities on 700 MHz. T-Mobile owned an average of 110 MHz of spectrum nationwide. The spectrum comprises an average of 31 MHz in the 600 MHz band, 10 MHz in the 700 MHz band, 29 MHz in the 1900 MHz PCS band and 40 MHz in the AWS band.

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5. Frequency Band(s) to be used and primary applications for each.

T-Mobile Response: T-Mobile is aggressively rolling out small cells throughout the country. This technology provides high performance, high capacity, indoor and outdoor LTE coverage. It supports three standards (LTE, 3G and Wi-Fi), 10 frequency bands and up to 300 Mbps LTE with carrier aggregation. The flexibility, cost-effectiveness and performance in just a tablet-sized footprint allow us to place it closer to where our customers need it most.

6. Pricing Model: Will 5G usage be metered and priced the same rates as 4G voice and data usage or will premium pricing be applied?

T-Mobile Response: 5G usage will be priced at the same rates as 4G voice and data usage.

4. VoLTE and Wideband Cellular Voice Services

Describe your plans for Voice over LTE (VoLTE) and Wideband voice services.

1. Current level of VoLTE deployment and ongoing plans

T-Mobile Response: T-Mobile was the first carrier to launch VoLTE in the United States and the entirety of our LTE footprint supports VoLTE. VoLTE is T-Mobile's primary technology for delivering voice service to the vast majority of our Customers. As T-Mobile's LTE footprint grows, it all offers VoLTE support. T-Mobile continues to expand its capacity through the refarming of existing spectrum and implementation of new technologies including Voice over LTE ("VoLTE"), Carrier Aggregation, 4x4 MIMO, 256 Quadrature Amplitude Modulation ("QAM"), and License Assisted Access ("LAA"). VoLTE comprised 83% of total voice calls in Q2 2018, compared to 80% in Q1 2018 and up from 72% in Q2 2017. Moving voice traffic to VoLTE frees up spectrum and allows for the transition of spectrum currently used for 2G and 3G to 4G LTE. T-Mobile is leading the U.S. wireless industry in the rate of VoLTE adoption.

2. Wideband Voice (AMR-WB) Availability

T-Mobile Response: T-Mobile is on the leading edge of technology to improve the quality of voice services. T-Mobile was first to launch HD Voice (AMR-WB) in the US on its network since 2013 on its UMTS and LTE network. Additionally, T-Mobile was the first carrier in the US to support the Enhanced Voice Services (EVS) codec. The performance of this codec is superior to AMR-WB and is even utilized on the VoLTE wireless connection for all mobile to land line calls (for capable devices).

3. User device availability

T-Mobile Response: T-Mobile offers (and supports) a wide array of devices that support both the AMR-WB/HD Voice codec and the EVS codec.

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4. Wideband Voice Interoperability:
   - Between Mobile Carriers
   - Mobile Carrier-to-PBX/UC Platform
   (i.e. compatibility with wideband voice devices using G.722 or other wideband codecs)

T-Mobile Response:

- When on T-Mobile VoLTE and Wifi Calling:
  - EVS codec is used end to end for TMUS mobile to mobile calls
  - EVS codec is used for calls to other mobile/landline carriers (but is transcoded upon exiting T-Mobile's network)
  - T-Mobile supports AMR-WB/HD Voice (G.722.2) interoperability with:
    - AT&T is supported today
    - Verizon is planned (undergoing lab validation)
    - Sprint is under consideration
- When on T-Mobile GSM/UMTS: AMR-WB(G722.2) is supported for in network mobile to mobile calls only

5. Circuit Switched Fallback Included?

T-Mobile Response: For devices that support LTE data, but not VoLTE, T-Mobile supports circuit switch fallback to UMTS and GSM across its LTE footprint. (note: Low-band LTE (600/700MHz) capable devices on T-Mobiles network will not attach in low-band only coverage areas unless they support VoLTE)

6. Describe your overall pricing model for VoLTE services (e.g. Will wideband voice be offered at the same price as existing voice calling services?).

T-Mobile Response: VoLTE services are included in our voice rate plans at no additional charge.

7. As "voice" has essentially becomes additional "data traffic" with VoLTE, indicate the likelihood you will be offering internet-like all-data plans that support all traffic types as opposed to plans that distinguish voice, data and text services.

T-Mobile Response: T-Mobile is open to opportunity to discuss future offerings of internet-like all data plans as they become available if in our roadmap during our quarterly business review.

5. IoT Cellular Network Services

Describe what you currently have and plan to introduce in the way of network services specifically geared toward Internet of Things (IoT) applications.

1. List all IoT-Focused Transport Services (e.g. NB-IoT, LTE Cat M1, etc.) Offered and Planned

T-Mobile Response: T-Mobile is building the network of the future, today. From the NB-IoT network that launched this year to the 5G network we're primed to deploy, we've created a range of network solutions that provide coverage and reliability when and where you need it.

- 5G – We're uniquely positioned to deploy a 5G network across multiple bands.

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- NB-IoT – Our national NB-IoT network provides features to extend battery life, and authenticated LTE communication.
- CAT-1 – With efficient low and high-power bands, you get significant power at a low cost.
- 4G LTE – Our network connects your devices and applications virtually everywhere you go.

2. Performance Expectations (For each service offered):
   - Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge)
   - Maximum Transmission Range
   - Expected Latency
   - Frequency Band(s) Employed

T-Mobile Response: Performance of IoT is determined by both the device type (3GPP Category) and the network capability.

Technology	Frequency Bands	Data Rates	Latency	Max Range
4G LTE	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600)	America's Fastest LTE Network (both UL & DL)	America's Lowest Latency LTE Network	Full extent of LTE coverage
CAT-1	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600)	DL Up to 10Mbps UL up to 5Mbps (CAT-1 device limits)	America's Lowest Latency LTE Network	Full extent of LTE coverage
NB-IoT	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600) (2019)	DL 30kbps Peak DL 15Kbps Typical UL 30Kbps Peak UL 15kbps Typical	1-5sec typical	Full extent of LTE coverage

3. General Deployment Plans and Targeted Availability

T-Mobile Response: T-Mobile has nationwide support today for 4G LTE, LTE CAT-1, and NB-IoT. NB-IoT is planned to be extended to 600MHz in 2019.

4. General Pricing Model(s) and Alignment To Minimize Cost with Specific Application Use Cases

T-Mobile Response: T-Mobile has the most aggressive IoT pricing in the US, with service fees starting at $6/yr/device for NB-IoT and modules starting at just $5. Details at: https://iot.t-mobile.com/

6. RCS Cellular Messaging Services

Describe your current and planned deployments of Rich Communications Services (RCS) Service.

1. Planned/Deployed?

T-Mobile Response: Rich Communication Services provided enhanced messaging like group chat, videos, gifs, file and location sharing and more. T-Mobile was first to launch RCS in the US in July

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2015, and now every Android device we sell comes with it. More than 30 million T-Mobile customers send over 250 million RCS messages EVERY DAY across our network.

We designed the T-Mobile LTE Network to be "Data Strong" specifically to support the next era of device-to-device collaboration. But we didn't stop there - we've continued to innovate and enhance the experience for customers.

2. Extent of Coverage

T-Mobile Response: RCS services are currently available on Android devices in the same areas T-Mobile's nationwide LTE Network covers and also when these devices are connected to Wi-Fi. Currently in the industry, Android OS is the primary platform for RCS while other OEMs and application developers have taken a proprietary route for collaboration, built for either specific devices or specific apps.

3. List of Features Offered

T-Mobile Response: T-Mobile RCS services has been at RCS ver. 6.x and features include picture messaging, Real-time session status, Advanced Messaging, and native video calling integrated with the devices' built-in dialer. To support these features, enhanced additional storage capability (up to 10 MB) is available on each RCS session.

4. Supported devices

T-Mobile Response: RCS services is supported on all our LG, Samsung, Alcatel, Motorola, Pixel from Google, and select other T-Mobile Android devices with latest Android OS software.

5. Expectations for user adoption going forward

T-Mobile Response: T-Mobile has seen significant growth in RCS adoption and traffic since launching RCS 5.3 services 2015, and we anticipate a rapid increase (multi-basis point growth) of RCS adoption in the future. In 2018 and beyond, T-Mobile is now working with a new standard known as Universal Profile 1.0. Universal Profile 1.0 will allow for easy inter-carrier communications and greater storage capability as noted in the chart:

Features	Advanced Messaging	Universal Profile 1.0
"Is Typing" status	Yes	Yes
Read and Delivered status	Yes	Yes
File size limit	Up to 10MB	Up to 100MB
Group chat size limit	20 participants	100 paricipants
Group chat subject	No	Yes
Group chat icon	No	Yes
Group Administrator	No	Yes
Messaging between carrier (Carrier interoperability)	No	Yes*

**Universal Profile 1.0 support is designed to work across different wireless providers as soon as they're ready to support it and interconnect with T-Mobile.*

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7. Indoor Cellular Services

Describe your primary strategies addressing coverage problems in indoor or other difficult to service locations, and the type of support you can provide to our buyers in addressing these issues.

1. General technology approaches (e.g. DAS, small cells, indoor repeaters, VoWiFi, etc.) for different environments (Small office, large office building, campus, sports arena, etc.)

T-Mobile Response: In buildings with limited coverage, our team will be proactive with enhancing signal strength. We will request a site visit for an in-building evaluation. We will work closely with you to determine the solution and timeframe for completion of the project. We offer several options to enhance in-building coverage including, but not limited to:

- CelFi RS3 Signal Repeaters for low coverage areas
- LTE CellSpot
- Distributed Antenna System ("DAS") deployments: A DAS network is made up of base station connected by fiber optic cable to a group of antennas placed remotely in outdoor and indoor locations. DAS networks share and receive signals with remote nodes simultaneously, creating a single large cell. DAS systems can also be shared by multiple carriers and support multiple frequencies. DAS can be scaled depending on the size of the venue and are typically deployed in spaces with a larger footprint.

T-Mobile also supports Wi-fi Calling on many of our smartphone offerings to extend our coverage. One of the best things about T-Mobile Wi-Fi Calling is that it's so simple to use. You don't need to activate anything or download a special app. Just connect to any available Wi-Fi network, check that Wi-Fi Calling is enabled on your Wi-Fi capable smartphone, and make a call (or send a text, email, etc.) as you normally would.

Our engineers have continued to deliver quality and user-experience enhancements through Wi-fi Calling. We have the deep technical knowledge and close partnerships with device manufacturers to deliver the Wi-Fi call quality that customers have come to expect from the Un-carrier.

Benefits of Wi-Fi Calling:

- Make calls over any open Wi-Fi network
- Avoid international roaming charges when travelling internationally
- Extend coverage in places such as basements of homes and buildings

2. Process by which states request assistance with special coverage issues.

T-Mobile Response: For any installations where inadequate coverage is identified, T-Mobile will evaluate potential coverage improvements and present options to you using the following process outline.

1. T-Mobile will visit the site to measure signal strength and note areas within the facility designated by customer as being of critical importance (command, etc.).
2. The venue and supporting data are presented to T-Mobile leadership team for approval.
3. A plan to address the venue is put together

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   a. The solution will take into account the specifics of the location, such as size, building construction, etc. Site and building plans are reviewed and used to establish a design.
   b. Solutions may include several options - from a DAS to a microcell or pico solution - taking into account the number of existing and expected users, the balance of usage (voice/data devices), and any site-specific installation or design requirements.
4. The proposal is presented to the Customer for discussion and modified as needed.
5. An In-Building Coverage agreement is sent to the Customer for execution.
6. Upon execution of In-Building Coverage agreement, T-Mobile will work with the Facility Management to put together a project plan, including drawings, access, timelines, and any other issues identified that may impact the construction process.
   a. Locations may require additional Site-License or Lease negotiations, zoning permits, etc. that may impact the installation timeline.
7. Equipment is installed, tested, and brought on-air.

3. Availability of guidance regarding suitability of specific solutions to particular applications, known tradeoffs, regulatory issues (e.g. retransmission rights), and potential interference with existing Wi-Fi or other unlicensed networks in operation.

T-Mobile Response: T-Mobile recognizes that State and Municipal properties may have limitations and requirements before RF modification or new structures are designed. Modern Cellular communications improvements will be designed with the requesting organization's needs, and with the facilities distinct architectural and regulatory framework in mind.

4. Special support services regarding coverage problems that will be available to NASPO ValuePoint users under this contract

T-Mobile Response: Highly-trained US-wide engineers are tasked and equipped with coverage analysis tools to correctly identify areas of greatest need and use this information to build custom solutions designed to provide an optimum coverage experience.

8. Cellular Services on Unlicensed Bands

Describe your overall plans for use of unlicensed frequency bands in providing your service, and how you intend to handle problems arising from customer private networks that are also using those channels.

1. Frequency bands being considered

T-Mobile Response: T-Mobile has already been rapidly deploying License-Assisted Access (LAA) in the 5.0 GHz spectrum. This is in addition to Carrier Aggregation capability across the 4 LTE frequencies T-Mobile provides service in today.

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2. Planned applications for each band (e.g. Macro network, small cells, VoWiFi, etc.)

T-Mobile Response: T-Mobile has rapidly deployed License-Assisted Access for LTE-U and in over 300 cities in the US, leveraging both Small cells and conventional Mobile infrastructure

UL Frequency Band	Current use	Future plans
LTE-U Unlicensed (20 MHz in the 5.0 GHz range)	LAA/ LTE-U	LAA & all technologies

3. What level of problems do you anticipate regarding interference problems created through your use of unlicensed channels that might be occupied by WLANs or other private wireless systems?

T-Mobile Response: T-Mobile anticipates limited to no interference on Unlicensed LTE-U and LAA capability generally. LAA was developed cooperatively with the 3GPP specifically to address concerns about interference. This because LAA has the prioritization function to minimize interference with other traffic in shared spectrum space. Source: *FierceWireless 2/12/2018*

4. How will users buying under this contract be notified that a system using unlicensed frequencies will be deployed in their facility and what steps will you be taking to ensure against interference with existing networks using those same unlicensed bands (e.g. Wi-Fi, Other 2.4 G/5GHz deployments)

T-Mobile Response: Our current strategy for LAA and LTE-U is to deploy with small cells primarily. This means, just as with larger cell sites, agreements for fixtures and leasing where necessary are negotiated and access to network access is available. T-Mobile will communicate directly with organizations whose coverage requirement include use of Unlicensed spectrum.

9. Use of Wi-Fi in Cellular Services

Describe how you use Voice/Data/Text over Wi-Fi, the nature of the Wi-Fi services you would use, how the decision is made to use Wi-Fi versus cellular, and the impact Wi-Fi use will have on billable traffic.

1. Do you offload traffic onto Wi-Fi Networks?

T-Mobile Response: Unless the device is connected to a Wi-Fi AP, all data goes through T-Mobile's network. The users must either manually connect their phone to an AP or save the Wi-Fi AP to automatically connect when the AP is in range.

2. Indicate the approximate percentage of Wi-Fi usage for your total wireless network traffic over the following types of Wi-Fi networks:

T-Mobile Response:

- Wi-Fi Networks built and maintained by you- Voice 0% Data 0%
- Wi-Fi Networks from certified 3rd Party Providers (e.g. Boingo, Cable Companies, etc.) Voice N/A% Data N/A %
- Customer Wi-Fi Networks Voice N/A % Data N/A %
- Any open and available Wi-Fi network Voice N/A % Data N/A %

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3. How is the service choice made to use cellular versus Wi-Fi, and which Wi-Fi network to choose if there are multiple options available?

   T-Mobile Response: The selection criteria for using Wi-Fi-preferred or Cellular preferred connectivity varies by device and organization IT policy. For example, the factory settings on Apple devices with iOS 12 default to cellular-preferred in the United States but may prefer Wi-Fi overseas depending on Enterprise permissions and mobile rate plan.

4. Are any of the following traffic types sent over Wi-Fi charged against the user's service plan?
   - Voice?
   - Data?
   - Text (SMS/MMS)?

   T-Mobile Response:
   - Voice? No
   - Data? No per-unit charge, but draws against monthly usage depending on service plan.
   - Text (SMS/MMS)? No.

10. Public Safety Wireless Priority Service (WPS) - For Bidders Offering Public Safety Services

Describe your ability to provide Wireless Priority Service (WPS) voice services for State employees with critical job duties and responsibility for responding to disaster/emergency events.

1. Describe the general mechanism by which the network will prioritize WPS user calls (e.g. Will public network voice calls in progress be terminated to allow WPS calls to be connected?)

   T-Mobile Response: T-Mobile is a Wireless Priority Service ("WPS") provider, a program managed via the Department of Homeland Security ("DHS"). T-Mobile follows all DHS guidelines for granting WPS access to qualified lines of service. Access to WPS is vetted and approved outside of T-Mobile by DHS and a subcontractor, General Dynamics Information Technology ("GDIT") in collaboration with the NASPO's official Point of Contact. Once a user's line is approved, GDIT sends the approval for the appropriate WPS SOC to be added to the user's line. This process and the T-Mobile WPS service is similar to WPS from all other WPS carriers. T-Mobile is in the final stages of an enhancement to WPS service that enables it to work over T-Mobile's VoLTE service.

   While there are priority management rules for WPS, there are no circumstances where public network voice calls would be terminated in favor of other call types including WPS. Any WPS subscriber who places a WPS call will be admitted with priority over non WPS subscribers. Per FCC rules for all WPS providers, no public network voice call will be terminated. In the T-Mobile network resources required for voice call are never observed congested to the level when public call termination will be required.

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2. Can public safety officials disable calling for the general public to ensure WPS access for first responders?

   T-Mobile Response: Disablement of general public calling is not possible as WPS is structured today under DHS definitions. T-Mobile does have the capability to automatically bar access by regular users in congested cell site situations, including those situations which may arise during emergency response situations. In the case of congestion T-Mobile network will automatically reduce load from public by temporary barring cells.

   It is important to note that during the 2017 Hurricane season Operational reporting revealed that no T-Mobile site's radio resources ever became congested for voice bearers to the point where triggering a ban of general users was necessary.

3. What happens when a base station or other network element becomes overloaded with WPS calls?

   T-Mobile Response: Priority will be given to WPS callers based on Priority Level. T-Mobile network is over dimensioned to the level when total WPS usage is just a very small percentage of capacity.

4. Define the range of devices supported.

   T-Mobile Response: WPS rules are supported on phone/devices using any and all T-Mobile frequencies today.

5. Does the service operate on 2G, VoLTE, or both?

   T-Mobile Response: WPS rules are supported on all T-Mobile RAN technologies including 2G, 3G/UMTS (still available on T-Mobile) and VoLTE.

6. Do you provide enhanced reporting to public safety agencies regarding WPS availability, dropped calls, performance, etc.

   T-Mobile Response: Government organizations under NASPO may obtain this type of reporting upon request.

7. Describe the type of back-up and recovery measures that are included as part of WPS.

   T-Mobile Response: With VoLTE as the primary access, Circuit-switched voice on 3G/UMTS and 2G is available in back-up situations. T-Mobile offers this backup to Public Safety organizations "on the fly". Meaning, no user intervention or device settings need to be modified to have calls access the circuit-switched technologies on T-Mobile.

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8. Do you have the ability to augment coverage/capacity with deployable assets during events/disasters?

   T-Mobile Response: T-Mobile regularly deploys COWs/ CoLTs and other mobile coverage assets in cases when circumstances and planned/unplanned events require additional cellular coverage capacity on short notice.

9. Detail levels of user priority defined and procedures required in applying for and initiating WPS for a user.

   T-Mobile Response: WPS is not defined by the US mobile carriers. We support all 5 levels defined registration is done through DHS. T-Mobile follows DHS procedure by providing bulk enrollment process as well as user initiation. DHS dictates the levels of priority and assigns the priority during application for WPS to be provisioned to an individual line of service. Any DHS approved organization has an assigned Point of Contact (POC) at that organization. The POC is responsible for ensuring the subscriber applying for WPS is eligible prior to submitting to DHS. DHS confirms or denies the submission, and if in the case of approval sends that approval to the wireless carrier to provision the line of service with WPS.

10. Confirm your ability to activate equipment and WPS within 24 hours after request in the event of a State of Disaster/Emergency.

    T-Mobile Response: End-users already enrolled in WPS, can get expedited (2-4 hours) service activated on a new or secondary device. The intervals for new users or new accounts is dependent on DHS operations to fulfill. T-Mobile's will work with any DHS approved agency to expedite the activation and provision WPS during an event such as this.

11. National Broadband Public Safety Networks (NPSBNs) - For Bidders Offering Public Safety Services

Describe your plans for deploying FirstNet or FirstNet-like (i.e. National Broadband Public Safety Network) solutions for providing priority data and video service to State employees with critical job duties and responsibility for responding to disaster/emergency events.

Describe your plans for deploying FirstNet or FirstNet-like (i.e. National Broadband Public Safety Network) solutions for providing priority data and video service to State employees with critical job duties and responsibility for responding to disaster/emergency events.

Service Overview

1. Will the priority NPSBN service operate over a fully separate radio access (RAN) and evolved packet core (EPC) network, and if not, what elements will be shared with the public wireless network. Are those plans expected to change in the foreseeable future?

   T-Mobile Response: Please see Protected Business Confidential version.

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2. In shared network elements, describe the specific mechanisms by which public safety traffic will be prioritized over other public network traffic in both wireless and wired portions of the network.

   T-Mobile Response: Please see Protected Business Confidential version.

3. Describe the range of capabilities available to support Quality of Service (QoS) for different classes of public safety traffic (e.g. voice, video, PTT/MCPTT, priority data, best effort data, background data, etc.), and what modifications would be required on end user devices or servers to mark traffic so that it would be assigned to the correct QoS priority level.

   T-Mobile Response: Please see Protected Business Confidential version.

4. What radio frequency band(s) will your public safety service be operating on? Are there plans to change or expand that list?

   T-Mobile Response: Please see Protected Business Confidential version.

5. At any point do you plan to offer a physically separate public safety RAN (please provide your definition of "physically separate") using Band 14, and will public safety officials have the ability to preempt access to those radio network resources from the general public in the event of an emergency or disaster?

   T-Mobile Response: Please see Protected Business Confidential version.

6. Describe the availability of compatible end devices for your public safety services and identify any potential changes to your network offering (e.g. migration to Band 14) that would require device upgrades, and the scale of those upgrades (e.g. New SIM, Other hardware update, device replacement, etc.).

   T-Mobile Response: Please see Protected Business Confidential version.

7. Does this page from the FirstNet Web Site https://www.firstnet.com/devices represent the complete list of FirstNet Certified Compatible devices?

   T-Mobile Response: Please see Protected Business Confidential version.

8. Describe what happens when all public network traffic has been preempted and the network becomes overloaded with public safety traffic.

   T-Mobile Response: Please see Protected Business Confidential version.

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Service Offerings and Performance Guarantees/Expectations

9. Voice Telephony: What are you plans, timetables and proposed technologies to offer wireless voice telephony services on your public safety network, and will it be carried with appropriate QoS?

   T-Mobile Response: Please see Protected Business Confidential version.

10. Video: What are you plans, timetables and proposed technologies to offer wireless video services on your public safety network, and will it be carried with appropriate QoS? As video calls may be originated from a laptop, how will the user signal to the network that this is a video call so that appropriate QoS handling can be applied?

    T-Mobile Response: Please see Protected Business Confidential version.

11. Broadband Data Performance Expectation/Guarantee:
    - How many levels of priority data services (e.g. Critical, High Priority, Best Effort, Background Data, etc.) will be offered, and how will user devices signal to the network the QoS level that should be applied to each session?
    - Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge) and Latency for each QoS level supported.
    - Impact on network performance in Network Overload Conditions

    T-Mobile Response: Please see Protected Business Confidential version.

12. Text: Describe the text capability that will be offered with your NPSBN, specify if it is separate from the public SMS/MMS service, the typical and maximum message delivery delay, and any particular features it provides for public safety users.

    T-Mobile Response: Please see Protected Business Confidential version.

13. PTT: Describe the capabilities of your current push-to-talk (PTT) service including interface to existing LMR systems.

    T-Mobile Response: Please see Protected Business Confidential version.

14. MCPTT: Describe you plan and timetable for introducing Mission Critical PTT (MCPTT) services:
    - Overall plans and timetables
    - Additional features to be provided with MCPTT
    - Availability of direct peer-to-peer wireless device connectivity.
    - Ability of MCPTT devices to continue to operate on a direct peer-to-peer basis if the cellular base station is disabled.
    - Please describe what functions or capabilities would be lost in the event that the service cell site becomes inoperable.

    T-Mobile Response: Please see Protected Business Confidential version.

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Service Level Agreements

15. Is there a specific, defined SLA for public safety customers? If so, please describe in detail.

T-Mobile Response: Please see Protected Business Confidential version.

Interoperability

16. Describe the level of interoperability between your solution and other cellular-based NPSBNs, FirstNet or other, for:
    a) Voice Telephony (When Offered): Will public safety priority and QoS traffic classes be maintained for calls passing between different carriers' networks?

    T-Mobile Response: Please see Protected Business Confidential version.

    b) Video Service: Will public safety priority and QoS traffic classes be maintained for video connections passing between different carriers' networks?

    T-Mobile Response: Please see Protected Business Confidential version.

    c) Broadband Data: Describe how public safety priority and QoS traffic classes will be maintained for traffic passing between different carriers' networks?

    T-Mobile Response: Please see Protected Business Confidential version.

    d) Text: Will NPSBN text services interoperate with users on other NPSBNs, and what other text services (e.g. SMS/MMS/RCS, Apple Messages, WhatsApp, etc.) can it exchange messages with.

    T-Mobile Response: Please see Protected Business Confidential version.

    e) PTT: Describe interoperability between PTT users served on different carriers' networks, including stations that are in the same broadcast group.

    T-Mobile Response: Please see Protected Business Confidential version..

    f) MCPTT: Describe interoperability between MCPTT users served on different carriers' services, including stations that are:
        - Communicating through their cellular base station
        - Communicating directly with one another (through Proximity Services)
        - In the same broadcast group.

    T-Mobile Response: Please see Protected Business Confidential version.

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Network Management and Control

17. Does the vendor support a separate 'Portal' for public safety users?

    T-Mobile Response: Please see Protected Business Confidential version.

18. Does the vendor provide the ability for public safety customers to monitor network performance in real-time and a mechanism to communicate directly with network operations personnel during times of crisis?

    T-Mobile Response: Please see Protected Business Confidential version.

19. Will government agencies have the ability to totally preempt public network voice/data/text traffic on shared elements in extreme circumstances to ensure public safety users maintain network availability at all times?

    T-Mobile Response: Please see Protected Business Confidential version.

Security, Reliability and Hardening Measures

20. Describe the security measures and standards employed for both traffic and control messages on both wired and wireless portions of the network.

    T-Mobile Response: Please see Protected Business Confidential version.

21. Describe the overall network hardening for public safety services, and approach to meeting NPSTC public safety grade standards. Including but not limited to: battery backup, backup generator, redundant backhaul, etc.

    T-Mobile Response: Please see Protected Business Confidential version.

22. Does the vendor have the ability to augment coverage/capacity with deployable assets during events/disasters?

    T-Mobile Response: Please see Protected Business Confidential version.

23. How would public safety or other government agency requests for those deployable assets be prioritized over public network services in an emergency or disaster situation?

    T-Mobile Response: Please see Protected Business Confidential version.

24. Does the vendor support local agencies purchasing their own cellular equipment to 'turn up' additional capacity when/where needed.

    T-Mobile Response: Please see Protected Business Confidential version.

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User Classification, Authorization and Onboarding

25. Detail classes of user priority defined and procedures required in applying for and initiating public safety priority service for a user as well as the mechanism for device provisioning and management in both day-to-day operations and during critical incidents.

    T-Mobile Response: Please see Protected Business Confidential version.

26. Describe the process for a user to use his/her personal mobile device to access the public safety network services if required.

    T-Mobile Response: Please see Protected Business Confidential version.

27. Confirm your ability to activate equipment and priority data/video services within 24 hours after request in the event of a State of Disaster/Emergency.

    T-Mobile Response: Please see Protected Business Confidential version.

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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.

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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.

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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: _____

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR:_____

Contact Name and Email (for questions):_____

DATE:_____

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED

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Attachment S

Wireless Data, Voice and Accessories

Security Disclosure Statement

A. Purchasing entities are concerned about the security and privacy of information and data related to the performance of this contract. The type of data and information transmitted, stored and processed by the products and services will vary based on the purchasing entities requirements. As a result, it is not possible to establish a single set of of security requirements all products and services awarded under this contract must meet. Each purchasing entity purchasing from this contract will determine which products and services have the appropriate cyber security and data controls in place to meet their specific needs. To assist public entities each offeror must submit a Security Disclosure Statement with their proposal.

B. To qualify for any award under this contract, the Offeror must submit a Security Disclosure Statement addressing all of the elements listed below.
   i. In responding, Offeror must address not only the security mechanisms used by the bidder and its direct subsidiaries, but any partners, subcontractors or other 3rd parties who would be involved in implementing, operating, or in any way coming into contact with the service
   ii. Offeror must represent and warrant the accuracy and currency of the information on the completed statement. Offerors are encouraged to complete and submit both exhibits to Attachment D to their proposal.

C. Security Disclosure Statement information required. Offeror shall describe all policies, procedures, measures, methods, certifications and standards the offered product and/or service has in place to protect the purchasing entities security and privacy of information and data involved in the performance of this contract for each numbered statement below. Description responses shall also include;
   i. If for the specific product or service offered, the numbered security statement is not appropriate because it does not as a matter of accepted

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security practice related to the product or service offered, the offeror shall indicate in a statement that it is not applicable and briefly explain why.

ii. If the specific product or service offered does not comply with the the numbered statement, the offer shall indicate, "does not comply.

1) Methods and measures taken to hold, protect, and dispose of data during and following completion of any contract services. Include how access to a Purchasing Entity's user accounts or data will not be allowed, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.
2) Security measures to secure and protect the confidentiality of information and data that is obtained, created, stored, transmitted, processed or otherwise held or managed by the product or service during the performance of all work related to performance of this contract. Include all data confidentiality standards and practices that prevent the exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data.
3) Data encryption methods and standards in place to encrypt data at rest and in transit. This includes but is not limited to, encryption standards employed to protect data in transit over either wired or wireless (e.g. cellular, Wi-Fi, or other), and how that might change over the life of the contract.
4) Measures to protect Information about the cost, type, quantity and location of state communications facilities, system assets, plans, procedures, contract information, billing information and other information identified as sensitive by the purchasing entity related to the performance of all work under this contract.
5) Risk and policy management and enforcement measures in place to protect the security of physical assets and information.
6) How distributed access is controlled and managed across IT assets, including data, applications, networks and platforms within the solution.
7) Security management in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.
8) Describe the logging process including:
    a. The types of services and devices logged, b. The event types logged, and
    c. The information fields will be made available to the authorized Purchasing Entity if requested in their PA after award of the master agreement.
9) Security Technical Reference Architectures are in place regarding Offerors employees who have access to sensitive data.

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11) An itemized list of all cyber security standards and, security certifications in place that the products and service offered comply with to ensure appropriate controls and data confidentiality are in place, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800- 171, FIPS 200 and FedRAMP (Moderate, High) if they apply. Include detailed response on how security standards and certifications will be maintained and updated to meet best practices for maintenance and operations.
12) A detailed list of all third-party attestations, security credentials and certifications, and reports relating to data security, integrity, and other controls in place.
13) NIST Cybersecurity Framework, April 16, 2018,Version 1.1 https://doi.org/10.6028/NIST.CSWP.04162018: Describe how the offeror is prepared to utilize the NIST Cybersecurity Framework for Turnkey Internet of Things, Other Turnkey Wireless, Applications and Services (Category 3) and Wireless Transport Options (Category 4) as may be implemented by the Purchasing Entity, which may include, but is not limited to:
    a. Convey the purchasing entities' cyber security requirements,
    b. Identify Functions, Categories, Subcategories, and Informative References that describe specific cybersecurity activities will provide in the Offerors's system, products or services under contract with the Purchasing Entity,
    c. Communicate cyber security requirements through Cyber Supply Chain Risk Management (SCRM), and
    d. Other cybersecurity risk management activities of Offeror's system, products or services under contract with the purchasing entity.

14) NIST Cybersecurity Framework, Table 2 Framework Core: For each subcategory of the all 15 Categories of the NIST Cybersecurity Framework, list the specific standards and certifications, the products or services offered comply with at the time or your proposal. Categories Include:
    a. Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.
    b. Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.
    c. Governance (ID.GV): The policies, procedures, and processes to

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manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.

d. Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.
e. Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.
f. Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.
g. Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.
h. Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity related duties and responsibilities consistent with related policies, procedures, and agreements.
i. Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.
j. Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.
k. Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.
l. Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.
m. Anomalies and Events (DE.AE): Anomalous activity is detected and

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the potential impact of events is understood.

n. Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.
o. Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.
p. Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.
q. Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).
r. Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.
s. Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.
t. Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.
u. Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.
v. Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.
w. Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).

15) Data Breach/Incident policies and procedures regarding notification to both the purchasing entity of a security incident and/or data breach, as defined in this RFP, and the mitigation of such a breach. Include how proposer will work with Purchasing Entities before, during, and after a Security Incident and a Data Breach. Include information such as:
    a. Personnel who will be involved at various stages, include detail on how the Contract Manager will be involved;
    b. Response times;
    c. Incident levels;
    d. Processes and timelines;
    e. Methods of communication and assistance; and
    f. Other information vital to understanding the service you provide.

Provider should take into consideration that Purchasing Entities may have different

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notification requirements based on applicable laws and the categorization type of the data being processed or stored.

16) Method for compliance with all applicable laws related to data privacy and security including state Security Breach Notification Laws dealing with personally identifiable information (PII). Describe any legal obligations related to security the offeror will meet over the life of the contract and describe how offeror will report changes to these obligations to the public entity.

D. Any Turnkey Internet of Things, Other Turnkey Wireless system that incorporates SaaS, IaaS or PaaS or other cloud computing element shall complete, provide, and maintain a completed CSA STAR Registry Self-Assessment for that element. 2< https://cloudsecurityalliance.org/star/self-assessment/#_overview . Offeror must either submit a completed Consensus Assessments Initiative Questionnaire (CAIQ), or submit a report documenting compliance with Cloud Controls Matrix (CCM) that the CAIQ is based on for the element that cloud based.

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T-Mobile Security Disclosure Statement:

As a partner in the DHS National Critical Infrastructure Communications Sector, T-Mobile is required to maintain high standards of security compliance, the details of which are not publicly disclosed for purposes of national security.

T-Mobile can provide a general statement of compliance for the required numbered security statements, and may be able to respond with further detail under special conditions.

As a general statement, T-Mobile is compliant with the current version of the NIST Cybersecurity Framework as further described below:
T-Mobile follows best practice security standards and guidelines in alignment with the NIST Cyber Security Framework, which specifies the following functional domains including 1) Identification, 2) Protection, 3) Detection, 4) Response, and 5) Recovery. Additionally, ISO 27001:2013 Information Security Management System and other applicable industry recognized frameworks are utilized.

T-Mobile has multiple physical and environmental policies and programs in place. Due to their sensitive nature, T-Mobile can not divulge all of our security methods and practices, but an example of some of the security measures are listed below:

- Cell Sites: Exterior fence with lock; building doors with locks; doors alarmed
- Switch Sites: Building doors with locks / require card-key access
- Data Centers: Building doors with locks / require card-key access; video surveillance systems. All visitors are required to sign in and out of T-Mobile locations and to wear Visitor badges requiring escorts.

Due to their sensitive nature, we can't divulge all of our security methods and practices. However, we can disclose the following:

- T-Mobile requires up-to-date anti-virus software installed on all corporate computers and configured to scan them. This software cannot be disabled by the end user. Data is stored in an encrypted format on all computers. T-Mobile servers are backed-up on a regular basis, including storing encrypted data in off-site locations. Data backup intervals vary. Devices processed by our Business Operations groups are always flashed and wiped. This includes devices returned to the distribution centers within our warranty period. Corporate devices are built according to a standard security configuration.
- T-Mobile has a formalized and documented Change Management policy. Changes are formally documented and requests are reviewed by the Change Control Board to ensure they meet business needs, are technically correct, and won't adversely affect services. Only changes approved by the Change Control Board are permitted (with the exception of changes required to remedy a service outage). Managers responsible for the system operations monitor those systems for unauthorized changes to their environment. Configuration management policy states that all proposed configuration changes must be because of a business need; be verified in the lab environment; and follow Change Management procedures for introduction

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into the production networks.

- All network traffic is monitored. We have network intrusion detection systems and monitoring capability in place with corresponding Incident Response Procedure that specifies actions to take upon notification of a security event. Our vulnerability scanning system is integrated within the Engineering networks with twice-monthly scanning done. If vulnerabilities are found, they are reported to the appropriate system owners. To ensure vulnerabilities have been addressed, follow-up testing is conducted.
- T-Mobile requires segregation of duties, which includes prohibiting individuals from approving their own access and requiring management-level approval of all access, as well as reviewing and validating access requests. T-Mobile has a formal wireless access policy mandating a standardized secure level of authentication and encryption.

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Wireless Data, Voice, and Accessories
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.
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: • 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.

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Attachment W

Wireless Data, Voice and Accessories

Offeror Submission Sheet

Offeror Name: _____T-Mobile_____

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)			
Category 3: Subcategory A: Fleet Management	X		
Category 3: Subcategory C: Mobile Integration/Mobile Substitution Solutions	X		

Instructions: Offeror, Please fill out all fields in this color below. Do not fill in, modify or delete any o
and will be rejected for Award Category 1. Please provide a detailed description of the plans that mee

Vendor Name:	T-Mobile USA, Inc.	

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***
1	basic phone - unlimited voice & messaging	$20.00	0.115	$2.30
2	Smartphone - 4 Gig of data, unlimited voice & messaging	$24.36	0.055	$1.34

3	Smartphone - 300 minutes of voice, unlimited data & messaging	$20.00	0.357	$7.14
4	Smartphone - unlimited data, voice & messaging	$34.44	0.048	$1.65

5	data only - low - 150 kb	$8.40	0.014	$0.12
6	data only - moderate - 4 Gig	$16.80	0.04	$0.67
7	data only - unlimited data	$38.25	0.287	$10.98
Total				$24.20
Grand Total (C14 + K14)				$25.81

Scenario	*Description*	*requirements*
1	basic phone - unlimited voice & messaging	*monthly rate covers 1 user / plan for device, netw *device must be most current in stock device *data used on device will be pulled from account po *plan includes unlimited messaging from the US to
2	Smartphone - 4 Gig of data, unlimited voice & messaging	*monthly rate covers 1 user / plan for device, netw *device must be no older than one generation remo *data must contribute to overall account pool *unused data from the previous month may roll ov *plan includes unlimited messaging from the US to

3	Smartphone - 300 minutes of voice, unlimited data & messaging	*monthly rate covers 1 user / plan for device, netw *device must be no older than one generation remo *data must not throttle before at least 20 gigs of da *minutes must contribute to overall account pool *plan includes unlimited messaging from the US to
4	Smartphone - unlimited data, voice & messaging	*monthly rate covers 1 user / plan for device, netw *device must be no older than one generation remo *data must not throttle before at least 20 gigs of da *plan includes unlimited messaging from the US to
5	data only - low - 150 kb	*monthly rate covers 1 user / plan for device, netw *device must be no older than one generation remo *data must contribute to overall account pool *unused data from the previous month may roll ov
6	data only - moderate - 4 Gig	*monthly rate covers 1 user / plan for device, netw *device must be no older than one generation remo *data must contribute to overall account pool *unused data from the previous month may roll ov
7	data only - unlimited data	*monthly rate covers 1 user / plan for device, netw *device must be no older than one generation remo *data must not throttle before at least 20 gigs of da

Offerors are encouraged to offer a discount off of their offerings under award category 1. Offerors pr
Please Provide a percentage off, if applicable and include a description of what plans, or part of plans

Descripiton	***Pecentage Off (%)***	
Percentage off discount rate offered plans as defined by the Scope of Work (Must be an entry to be responsive)	16%	

Offerors are encouraged to offer an Individual Liable (ILU) Discount defined in Section 5 of the Scope
if applicable and include a description of what plans, or part of plans this discount will apply to. This i

Descripiton	***Pecentage Off (%)***	

Percentage off discount rate offered to ILU accounts as defined by the Scope of Work	up to 33%	Amplified Program: Get th •Talk, text & 4G LTE data c •Mobile hotspot •Video streaming •FREE Gogo® in-flight Wi-F •International coverage in •Name ID •Voice to text •No-cost DIGITS® number

)ther cells. The value in Cell C
et each scenario including all

Subsidized Device Scen

T-Mobile provides a basic p

T-Mobile provides a basic sm

T-Mobile provides a

T-Mobile ONE for Governmer
• Includes a $240.00 device s
• Unlimited minutes and mes
• Unlimited 4G LTE device da
• 1GB Smartphone Mobile Hc
• Unlimited Smartphone Mob
• Simple Global
• Stateside International Unli
• Mobile Without Borders
• Optimized video streaming
• Gogo in-flight 1 hour (unlim
• Unlimited domestic data ro

Pricing includes the 16% NAS
offer to NASPO.
1.1 Requirements for Custom
(a) For the Device Credit to b
Account. Each line of Service
termination of any line of Ser
(b) Customer can only choose
(c) Each line of Service and ea
(d) Customer's account must
(e) Customer may upgrade th
For the avoidance of doubt, li
for any Device Credit.

Subsidy Term/Termination; D

T-Mobile will giv

T-Mobile will give $15.0

T-Mobile will provide up to

Subsidized Device Scenario Re

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oved from most current model

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Catalog Discount Of

icing in the scenarios above w
this discount will apply to. Th

What

The 16%

ILU Discount Offe

of Work (Attachment B). This
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What

ıe hook up with T-Mobile Amp
on your smartphone

Fi
ı 210+ countries and destinati

with each line

CJ18020 Wireless Voice, Data and Accessories Attachment C: C

Award Category 1 Costsheet

:15 will be used to determine cost points in the evaluation for Award Category 1. All rates in Columns C and K mus
relevant information for end users. All plans submitted in this Attachment must be included in Attachment G.

narios
OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
hone with an MSRP value of $60.00 for calling and text messaging on a subsidized unlimited talk, text, and 2GB data plan. 24 months of service required.
art phone with an MSRP value of $110.00 included with a Smartphone Unlimited data, voice and messaging plan. 24 months of service required.

tablet discount of $50.00 on every unlimitd tablet plan. 24 months of service required on this rate plan.

nt Unlimited
ubsidy.
saging
ta
otspot
bile Hotspot @512kbps

mited Texting

at 480p
ited flights)
aming

PO discount. We also offer a $53.00 or $64.00 (before AVD) subsidized plans with higher subsidies that we can

ner to Qualify for Device Credits.
e effective, Customer must purchase a Device from T-Mobile with an activated line of Service under its Master
must be activated and maintained for at least 24 months from the date of activation without any suspension or
vice (the “Subsidy Term”);
e one of the rate plans for each line of Service and cannot change or move the lines during the Subsidy Term;
ach Device purchased must be activated in accordance with the terms of the Agreement; and
remain in good standing with T-Mobile to receive the Device Credit.
e device after 20 months from date of activation after full payment of the outstanding amounts for the device.
ines of Service that are terminated or suspended (without reactivation) within the Subsidy Term will not qualify

evice Recovery Fee. If any line of Service that received a Device Credit is terminated prior to the end of the

ve $5.00 off of a T-Mobile sold device with a 24 months agreement on the data only low 150kb plan.

0 off a data only moderate 4GB plan off of a T-Mobile sold device with 24 months of service on the data only moderate 4GB plan.

o $72.00 subsidy off of a T-Mobile sold compatable data hotspot device on the data only unlimied subsidy plan.

equirements

and unlimited messaging

, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data

t time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data

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, unlimited messaging, unlimited mobile hot spot and unlimited 4G data

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data

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ffering

would reflect this discount. This information will also be scored as a technical scorable criteria (Attachment E). his information will become part of any Master Agreement that results from this solicitation.

aspects of plans does this discount apply to? Please be specific.

NASPO discount applies to the rate plans listed above in Category 1.

ring

information will also be scored as a technical scorable criteria (Attachment E). Please Provide a percentage off, of any Master Agreement that results from this solicitation.

aspects of plans does this discount apply to? Please be specific.

olified - exclusive savings of up to 33% off for your employees and their families.

ons (up to 256 Kbps)

Costsheet

t be filled in with your offfering that meets the minimum requirements of the scenario descriptions below.

					Bring Your Own Device Scenarios
Scenario	***Description*** ***assume customer provides own device separately. Pricing is for 1 device/plan as applicable for scenario.***	***rate***	***Usage Weight***	***Weighted Cost***	***OFFEROR NO***
8	Smartphone - 4 Gig of data, unlimited voice & messaging	$20.00	0.01	$0.20	Subsidized Unl • Unlimited mi • Unlimited m • Unlimited da • Smartphone • Simple Globa • Stateside Int • Mobile With • Binge On opt • Domestic da • Music Freed Pricing include
9	Smartphone - unlimited data, voice & messaging	$24.36	0.01	$0.24	T-Mobile ONE • Unlimited mi • Unlimited 4G • 1GB Smartph • Unlimited Sm • Simple Globa • Stateside Int • Mobile With • Optimized vi • Gogo in-fligh • Unlimited do Pricing include

10	Tablet - 1 Gig of data	$20.00	0.01	$0.20	T-Mobile ONE • Unlimited m • 1GB of 4G LT used) • Simple Globa • Optimized vi • Stateside Int • Mobile With • Domestic da Pricing include
11	Unlimited Data Plans (no Throttling) that are used by First Responders	$33.60	0.01	$0.34	Priority ONE fo • Unlimited mi • Unlimited 4G • 1GB Smartph • Unlimited Sm • Simple Globa • Stateside Int • Mobile With • Optimized vi • Gogo in-fligh • Unlimited do Pricing include

12	data only - low - 150 kb	$8.40	0.01	$0.08	Simple Choice •Unlimited dat •Unlimited do •Smartphone I •Domestic dat •Simple Globa •Stateside Inte •Music Freedo Pricing include
13	data only - moderate - 4 Gig	$16.80	0.01	$0.17	Simple Choice •Unlimited dat •Unlimited do •Smartphone I •Domestic dat •Simple Globa •Stateside Inte •Music Freedo Pricing include
14	data only - unlimited data	$38.25	0.01	$0.38	Simple Choice • Unlimited Hi • Unlimited do • Domestic da • Simple Globa • Stateside Int • Music Freed Pricing include
Total				$1.61	

Bring Your Own Device Scenarios

Scenario	*Description*	*requirements*
8	Smartphone - 4 Gig of data, unlimited voice & messaging	*monthly rate covers 1 user / plan for network access, unlimited 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the ne *plan includes unlimited messaging from the US to other countr
9	Smartphone - unlimited data, voice & messaging	*monthly rate covers 1 user / pland for network access, unlimite data *data must not throttle before at least 20 gigs of data have beer *plan includes unlimited messaging from the US to other countr

10	Tablet - 1 Gig of data	*monthly rate covers 1 user / plan for network access, unlimited *data must contribute to overall account pool *unused data from the previous month may roll over into the ne
11	Unlimited Data Plans (no Throttling) that are used by First Responders	*monthly rate covers 1 user / pland for network access, unlimite data *plan includes unlimited messaging from the US to other countr
12	data only - low - 150 kb	*monthly rate covers 1 user / plan for network access, at least 1 *data must contribute to overall account pool *unused data from the previous month may roll over into the ne
13	data only - moderate - 4 Gig	*monthly rate covers 1 user / plan for network access and at lea *data must contribute to overall account pool *unused data from the previous month may roll over into the ne
14	data only - unlimited data	*monthly rate covers 1 user / plan for network access, unlimited *data must not throttle before at least 20 gigs of date have beer

Senarios left blank on this form constitute a non responsive proposal
TES Describe plan attributes and characteristics per the instructions*.
imited Talk, Text, and Data with 2GB (Other data allotments available) inutes essaging ata with 2 GB high-speed Mobile Hotspot. Speeds slow at GB allotment. al ernational Unlimited Texting out Borders timized video ta roaming om s the 16% NASPO discount.
for Government Unlimited inutes and messaging G LTE device data hone Mobile Hotspot martphone Mobile Hotspot @512kbps al ernational Unlimited Texting out Borders deo streaming at 480p t 1 hour (unlimited flights) omestic data roaming s the 16% NASPO discount.

for Government Tablet Unlimited.
essaging and high-speed data
TE Smartphone Mobile Hotspot (reduced to 3G after the bucket is

al
deo streaming at 480p
ernational Unlimited Texting
out Borders
ta roaming

s the 16% NASPO discount.

or First Responders with no de-prioritization
inutes and messaging
G LTE device data
hone Mobile Hotspot
martphone Mobile Hotspot @512kbps
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ernational Unlimited Texting
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ta (speeds slow at 1GB)
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ernational Unlimited Texting
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s the 16% NASPO discount.

for Government 3GB
ta (speeds slow at 3GB)
mestic messaging
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s the 16% NASPO discount.

for Government MI Unlimited
gh-speed Mobile Internet Data
omestic messaging
ta roaming
al
ernational Unlimited Texting
om

s the 16% NASPO discount

d voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of

ext month's allowance
ries

ed voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G

n used in the current month
ries

d mobile hot spot and at least 1 Gig of 4G data ext month's allowance
ed voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G ries
150 kb of 4G data ext month's allowance
ast 4 Gig of 4G data and unlimited mobile hotspot ext month's allowance
d 4G data and unlimited mobile hotspot n used in the current month

Instructions: Offeror, Please fill out all fields in this color below. Do not fill considered for Award Category 2. If items 1-5 are not filled in on this sheet, in if applicable. If you offer a percentage off of a category or make please in type of equipment or accessory that meets the requirements of this contrac Catalog items to follow in MA formation.

Vendor Name:

Item Number	*Item Description*	*Manufacture/Brand*
1	Cases	Griffin
		Apple
		OtterBox
2	Screen Protectors	Tech21
		PureGear
		PureGear
3	Chargers	T-Mobile
		Belkin
		T-Mobile
4	Headsets for use with wireless devices	Apple
		Apple
		Skullcandy
5	Speakers for use with wireless devices	JBL
		JBL
		Ultimate Ears
6	Basic Cell Phone	Alcatel
		N/A
		N/A
7	Push to Talk Device	N/A
		N/A
		N/A
8	SmartPhones	Apple
		Apple

		Samsung
9	Tablets	Apple
		Apple
		Samsung
10	Cellular Modems stand alone, integrated or USB	N/A
		N/A
		N/A
11	MiFi Hot Spots	Alcatel
		N/A
		N/A
12	WiFi Cellular Routers	N/A
		N/A
		N/A
13	IoT Sensors	N/A
		N/A
		N/A
14	Cellular-enabled video cameras	N/A
		N/A
		N/A
15	Cords / cables	N/A
		N/A
		N/A
16	Signal Boosters / Antennas	TBD
		TBD
		TBD

Offerors are encouraged to offer an Individual Liable (ILU) Discount defined i
Provide a percentage off, if applicable and include a description of what plar

Descripiton	***Pecentage Off (%)***
Percentage off discount rate offered to ILU account	$0.00

CJ18020 Wireless Voice, Data and Accesso

Award Category 2 C

in, modify or delete any other cells. The value in Cell H55 will be used to determine cost point
the proposal will be considered nonresponsive for Award Category 2. Items 6-16 are for info
dicate so and include this information in your notes. This will become part of the contract if a
t. If there is no discount please indicate so.

T

Model	*Price Per Unit*	*MSRP*
Apple iPhone X Survivor Strong Case - Black	$29.99	$29.99
Silicone Case for iPhone XS	$39.99	$39.99
SymmetrySeries Case for Samsung Galaxy S9	$39.99	$39.99
Apple iPhone X/XS Impact Shield	$34.99	$34.99
Roll-On Extreme Impact for Samsung Galaxy S9	$29.99	$29.99
Roll-On Extreme Impact for Apple iPhone X/XS	$24.99	$14.99
4ft Lightning Cable	$19.99	$19.99
Micro-USB to USB A Cable, 4ft	$19.99	$19.99
Micro Cable 4 ft Black	$14.99	$14.99
EarPods with Lightning Connector	$29.99	$29.99
Airpods	$159.99	$159.99
Ink'd Wired with mic - Black	$19.99	$19.99
Go Speaker	$39.99	$39.99
Link 10 - Black	$149.99	$149.99
BLAST and POWER UP - Black	$179.99	$179.99
GO FLIP	$75.00	$75.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
iPhone XS 64GB	$999.99	$999.99
iPhone X 64GB	$899.99	$899.99

Galaxy S9 64GB	$720.00	$720.00
iPad 32GB	$459.99	$459.99
iPad Pro 10.5 64GB	$779.99	$779.99
Galaxy Tab E	$240.00	$240.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
LINKZONE	$72.00	$72.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
N/A	$0.00	$0.00
TBD	$0.00	$0.00
TBD	$0.00	$0.00
TBD	$0.00	$0.00
Total		

ILU Discount Offering

in Section 5 of the Scope of Work (Attachment B). This information will also be scored as a tec
ns, or part of plans this discount will apply to. This information will become part of any Master

What aspects of plans does this discount apply to? Pleas

Promotional offerings at the time of purchase may

ories Attachment C: Costsheet

ostsheet

ts in the evaluation for Award Category 2. Please fill in your top 3 selling items in each item number. Items 1-5
rmational purposes, but will be included in the contract if awarded. "Price per Unit" in Column E is your price qu
warded. In the cost proposal, contractor must specify a minimum discount off contractor list price that will be

T-Mobile USA, Inc.

Category Percentage off of MSRP (If applicable)	*Average Cost*	*Notes*
25.00%	$36.66	Other options available at https://business
25.00%		Other options available at https://business
25.00%		Other options available at https://business
25.00%	$29.99	Other options available at https://business
25.00%		Other options available at https://business
25.00%		Other options available at https://business
25.00%	$18.32	Other options available at https://business
25.00%		Other options available at https://business
25.00%		Other options available at https://business
25.00%	$69.99	Other options available at https://business
25.00%		Other options available at https://business
25.00%		Other options available at https://business
25.00%	$123.32	Other options available at https://business
25.00%		Other options available at https://business
25.00%		Other options available at https://business
0.00%	$25.00	Pricing are subject to change at time of p
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0.00%	$873.33	Pricing are subject to change at time of p
0.00%		Pricing are subject to change at time of p

0.00%		Pricing are subject to change at time of p
0.00%	$493.33	Pricing are subject to change at time of p
0.00%		Pricing are subject to change at time of p
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0.00%	$0.00	
0.00%		
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0.00%	$24.00	Pricing are subject to change at time of p
0.00%		
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0.00%	$0.00	
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0.00%	$0.00	T-Mobile will work with each Participating Sta
0.00%		T-Mobile will work with each Participating Sta
0.00%		T-Mobile will work with each Participating Sta
	$278.28	

chnical scorable criteria (Attachment E). Please
Agreement that results from this solicitation.

se be specific.

apply.

are required to be filled in to be uote for your proposal. MSRP maybe filled offered to participating entities for each
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CJ18020 Wireless Voice, Data and Accesso

Category 3A: Fleet Managen

Instructions: Offeror, Please fill out all fields in this color below. The value in Cell D30 will be
offering. Although only basic Fleet Management costs will be used to evaluate cost, offeror sh
be awarded under this contract.

VENDOR			
			Monthly Recurring C
Description	***minimum quantity of vehicles***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*
Basic Fleet Management	10	$12.60	$1,512.00
	100	$12.60	$15,120.00
	500	$12.60	$75,600.00
	1000	$12.60	$151,200.00
	5000	$12.60	$756,000.00
Total Annual Recurring Cost			**$999,432.00**

		Service Requiremer
Description		***requirements***
Basic Fleet Management		*Solution to track, monitor & dispat *must have option to connect to veh *Ability to monitor vehicle location *Provide location-based vehicle disp *Collect information on driver perfo *Real time and historical reporting v *Ability to set up alerts based on cus

			Installation & Set Up
Description	***minimum quantity of vehicles***	***cost per vehicle***	***Total Set Up Cost***
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10	$0.00	$0.00
	100	$0.00	$0.00
	500	$0.00	$0.00
	1000	$0.00	$0.00

	5000	$0.00	$0.00
Total Installation and Set Up Cost			**$0.00**

		Installation & Set Up Requ
Description		***requirements***
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of custom *install each device in vehicle and cc

Scorable Cost	**$999,432.00**

ries Attachment C: Costsheet
nent Costsheet
used to determine cost points in the evaluation of your Fleet Management hall make available their full suite of Fleet Management services should they
T-Mobile USA, Inc.
Cost
OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that

nts
ch vehicles while collecting information on vehicle location & operation nicle's On Board Diagnostic-II (OBD-II) port patch support rmance ia secure, centralized portal stomer devined parameters

Costs
OFFEROR NOTES Details of Installation and Set Up of customer's instance
Installation, set up and basic training is included at no charge.
Installation, set up and basic training is included at no charge.
Installation, set up and basic training is included at no charge.
Installation, set up and basic training is included at no charge.

Installation, set up and basic training is included at no charge.
uirements
ıer's instance in provider's hosted environment. ɔnnect to OBD-II

CJ18020 Wireless Voice, Data and Access
Category 3B: Mobile Device Ma

Instructions: Offeror, Please fill out all fields in this color below. The value in Cell D30 will
Management offering. Although only basic Mobile Device Management costs will be used t
Management services should they be awarded under this contract.

VENDOR			
			Monthly Recurring
Description	***minimum quantity of licenses***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*
Basic Mobile Device Management cost per device	10	$3.25	$390.00
	100	$3.25	$3,900.00
	500	$3.25	$19,500.00
	1000	$3.25	$39,000.00
Total Annual Recurring Cost			**$62,790.00**

		Service Requireme
Description		***requirements***
Basic Mobile Device Management		*central control to enroll, configu *Ability to confirgure and update *Ability to push and update custo *Enforce security and compliance *Secure Mobile Access to corpora *Provide Secure Container for co *Ability to remote wipe entire de

			Installation & Set Up
Description	***minimum quantity of licenses***		***Total Set Up Cost***
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		$2,500.00
	100		$2,500.00
	500		$2,500.00
	1000		$2,500.00
Total Installation and Set Up Cost			**$10,000.00**

		Installation & Set Up Req
Description		***requirements***
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of cust *At least one remote meeting wit transfer.

Scorable Cost	**$72,790.00**

Consutlative Hourly Rate (this rate will be included in the contract)	$0.00

ories Attachment C: Costsheet nagement Costsheet be used to determine cost points in the evaluation of your Mobile Device to evaluate cost, offeror shall make available their full suite of Mobile Device
T-Mobile USA, Inc.
Cost
OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
Support Only with Premium Support. Alternative MDM Solutions available for further discussions.
Support Only with Premium Support. Alternative MDM Solutions available for further discussions.
Support Only with Premium Support. Alternative MDM Solutions available for further discussions.
Support Only with Premium Support. Alternative MDM Solutions available for further discussions.

ents
ıre, secure, monitor and manage all enrolled devices (ioS, Android, Blackberry, Windows) devices over-the-air ɔm apps to devices over-the-air e policies ate resources rporate apps and data on each device vice and / or only apps and data in secure container

Costs
OFFEROR NOTES Details of Installation and Set Up of customer's instance
One Time Installation Fee for all users.
One Time Installation Fee for all users.
One Time Installation Fee for all users.
One Time Installation Fee for all users.

uirements
omer's instance in provider's hosted environment. th customer's designated system administrator to complete set up and provide knowledge

CJ18020 Wireless Vo
Categc

Instructions: Offeror, Please fill out all fields in this color below. The value
Although only basic Mobile Integration Features will be used to evaluate co
contract.

VENDOR		

Description	***minimum quantity of licenses***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*
Basic Mobile Integration cost per device	10	$23.50	$2,820.00
	100	$23.50	$28,200.00
	500	$23.50	$141,000.00
	1000	$23.50	$282,000.00
Total Annual Recurring Cost			**$454,020.00**

Description		***requirements***
Basic Mobile Integration		As a minimum, solutions meeting th •Single Number Reach or the ability •Calls to that single telephone numb • Single Voicemail Box for calls to th

Description	***minimum quantity of licenses***		***Total Set Up Cost***

Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		$0.00
	100		$0.00
	500		$0.00
	1000		$0.00
Total Installation and Set Up Cost			**$0.00**

Description		***requirements***
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of custom *At least one remote meeting with

Scorable Cost	**$454,020.00**

Consutlative Hourly Rate (this rate will be included in the	$0.00

ice, Data and Accessories Attachment C: Costsheet
ory 3C: Mobile Integration Costsheet

e in Cell D30 will be used to determine cost points in the evaluation of your Mobile Integration offering.
ost, offeror shall make available their full suite of Mobile Integration services should they be awarded under this

T-Mobile USA, Inc.
Monthly Recurring Cost
OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
a. Cloud PBX Calling i. Direct Inward Dial/Direct Outward Dial to/from Business Phone Number ii. Direct Inward Dial/Direct Outward Dial to/from Business email address to Business email address iii. Personal Group Calling (existing and ad-hoc) 3-Way calling implemented through ad-hoc personal groups iv. Transfer (Blind, Consultative) v. Hold vi. Call Waiting vii. Call Waiting ID viii. Call Forward (All, No Answer, Busy, Selective) ix. Find Me Follow Me x. Do Not Disturb xi. Out of Office xii. Caller Name & Number xiii. Call Name &/or ID Block (outbound) xiv. Call pull xv. Voicemail xvi. Voicemail to text (300 sec)
Same as above.
Same as above.
Same as above.

Service Requirements
is criteria will provide: for a user to be reached at a single business telephone number. ber would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing. at single business number.

Installation & Set Up Costs
OFFEROR NOTES Details of Installation and Set Up of customer's instance

Installation and Set up at no cost.
Installation and Set up at no cost.
Installation and Set up at no cost.
Installation and Set up at no cost.

Installation & Set Up Requirements
ıer's mobile service with integration to wired service.
customer's designated system administrator to complete set up and provide knowledge transfer.

Questions for team:

1. Do we want same quantity tiers as we designated for MDM?

Instructions: Offeror, Please fill out all fields in this color below. You may add lines for more products if
Minimum Discount % for each Award Category it is seeking an award in. A vendor will be deemed non-re
range. Provide single values. Any deviation from this format may result in disqualification of your propos
award you are proposing.

Vendor Name:

	Product Name	***Product Description***
	IoT	Internet of Things Solutions
	Priority ONE	Public Safety Solution
	Enterprise IP/SMTP Messaging	Enterprise Messaging
	Enterprise Static IP/Private APN	Static IP/Private APN

*The Offeror with the highest proposed minimum discount % (or Average disoc
will receive a percentage of the cost points possible based on the percentage
cost points is: (Proposed Disc

Consutlative Hourly Rate (this rate will be included in the contract)	$0.00

.

CJ18020 Wireless Voice, Data and Accessories Attachment C: Costsheet

Award Category 3-D through 3-N Costsheet

f applicable. Do not fill in, modify or delete any other cells. The value in Cell E13 will be used to
esponsive for any award category (3-D thought 3-N) it does not provide a Minimum Discount %
al. Minimum Discount % provided herein shall apply to all products offered/referenced in detai

	T-Mobile USA, Inc.	
Characteristics of Product	***Percentage Off Discount (%)****	
Internet of Things Solutions		T-Mobile
Public Safety Solution		Prior
Enterprise Messaging		
Static IP/Private APN	$16.00	

cunt off) for the given subcategory will receive 100% of the cost points possible for that service
by which their proposed discount % is lower than the highest discount % in the given category.
count % / Maximum Proposed Discount %) * Total Cost Points Available.

determine cost points in the evaluation for Award Categories 3-D through 3-N. Offeror shall provide a of at least greater than 0%. When proposing your minimum discount % off, do not provide a percentage l listings for the given service Award Category. Please submit one of these tabs for each subcategory of

Notes

in-house IoT Solutions are eligible for the 16% discount.

ity ONE for First Responders with no de-prioritization

Static IP/Private APN Set up may apply.

category. All other Offerors
. The formula to compute