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# Part IA Technical

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Voice, Broadband,  
Accessories &  
Equipment

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T-Mobile USA, Inc.

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**T** · · Mobile®



## TITLE PAGE

TECHNICAL PROPOSAL FOR: WIRELESS VOICE SERVICES, WIRELESS BROADBAND SERVICE,  
ACCESSORIES AND EQUIPMENT

State of Nevada Purchasing Division  
*as lead state for the Western States Contracting Alliance (WSCA)*  
RFP No: 1907

Submitted by:  
T-Mobile USA, Inc.  
12920 SE 35th PI SE  
Bellevue, WA 98006

Proposal Opening Date:  
April 4, 2011

Proposal Opening Time:  
2:00 PM

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## *T-MOBILE CONTACTS*

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Vice President of Business Sales

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*Senior Manager of Business Sales*

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*Senior Manager of Business Sales*

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## EXECUTIVE SUMMARY

*In this RFP, WSCA wants to achieve cost-effective and efficient acquisition of quality cell phone services and the cell phones for participating states, local units of government and other authorized entities. T-Mobile's wireless offerings will meet the needs of the WSCA participating entities provide more value and meet or exceed the expectations for WSCA. With Americas Largest 4G Network, unique offerings like Wi-Fi Calling and new value-based pricing for state and local governments, we know that WSCA will find T-Mobile a leader in the provision of wireless products and services to state and local governments. Our existing customers agree: our State and Local Government channel has shown tremendous growth recently, with a Q4, 2010 net gain of 78,000 new subscribers.*

### *Simplicity:*

*In this response, we have focused on simplicity for procurement officers. We have proposed a simple plan structure, scalable to any department. From plans with a waived monthly access fee, to an ultra competitive unlimited voice plan, we have eliminated concern of overage, or plan optimization. Still, our robust dedicated care capabilities combined with easy to use on-line tools will ensure WSCA customers can manage their bill with ease.*

### *Value:*

*Along with an increased discount on monthly recurring charges, we are lowering the price for Broadband, Android and Windows Phone plans. We have continued the most popular options including a very competitive per minute plan with a low monthly charge which includes unlimited nights and weekends as well as unlimited mobile-to-mobile. A new plan has also been introduced for emergency users which has no monthly charge. These plans along with our low price unlimited plans offer procurement officers and users the best value and easy choices.*

**Technology:**

*Thanks to the robust 3G and 4G data network build out in recent years, we have quickly become a favorite for mobile broadband users. We cover more than 96% of the US population and have the largest 4G network in the United States covering over 200 million Americans. Subscribers will truly gain the best value for their wireless needs with ever increasing speeds, now reaching past 21Mbps. Our technology allows a single device to access voice and data simultaneously. Additionally, Wi-Fi calling is an easy and reliable technology that can ensure in-building coverage for anyone with high speed internet and Wi-Fi, eliminating or reducing the need for installation of IP-BTS units.*

**Support:**

*T-Mobile continues to deliver a seasoned sales and support leadership team to ensure that continued projects, developments, reporting and satisfaction are met. The WSCA team is lead by Senior Managers, co-contract administrators David M. Bezzant and Jacqueline Lee, a combined 27 years of telecom tenure. We have sales representatives across the country ready to support WSCA participating agencies at a high standard of performance. Our commitment to quality has earned multiple awards and accolades, including: "Top Ranking in Wireless Customer Service", "Fastest Wireless Data Performance", "Highest in Wireless Call Quality" "World's Most Ethical Companies" and "Highest Ranking in Wireless Retail Customer Satisfaction".*

*In the attached proposal, our capabilities are described in more detail, focusing on our strength in wireless services, our service delivery approach, our industry-leading pricing, and value-added capabilities. We understand the importance a valuable wireless partner like T-Mobile USA could bring to State employees representing WSCA. We look forward to the evaluation and are prepared to deliver any additional information upon request.*



## VENDOR INFORMATION

## VENDOR INFORMATION SHEET FOR RFP NO: 1907

## Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III, State Documents of the Technical Proposal.

V1	Firm Name	<i>T-Mobile USA, Inc.</i>
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V2	Street Address	<i>12920 SE 38th Street</i>
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V3	City, State, ZIP	<i>Bellevue, Washington 98006</i>
----	------------------	-----------------------------------

V4	Telephone Number		
	Area Code: <i>425</i>	Number: <i>378-4000</i>	Extension:

V5	Facsimile Number		
	Area Code: <i>425</i>	Number: <i>378-4040</i>	Extension:

V6	Toll Free Number		
	Area Code: <i>800</i>	Number: <i>318-9270</i>	Extension:

V7	<b>Contact Person for Questions / Contract Negotiations, including address if different than above</b>		
	Name: <b>David Bezzant</b>		
	Title: <b>Senior Manager of Business Sales</b>		
	Address: <b>2625 S. Plaza Dr. Ste 400 Tempe, Arizona 85282</b>		
	Email Address: <b>David.bezzant@t-mobile.com</b>		
V8	Telephone Number for Contact Person		
	Area Code: <b>602</b>	Number: <b>512-5006</b>	Extension:
V9	Facsimile Number for Contact Person		
	Area Code: <b>480</b>	Number: <b>638-2851</b>	Extension:
V7	Name: <b>Jacqueline Lee</b>		
	Title: <b>Senior Manager of Business Sales</b>		
	Address: <b>121 Election Road Suite 330. Draper Utah 84020</b>		
	Email Address: <b>Jacqueline.lee@t-mobile.com</b>		
V8	Telephone Number for Contact Person		
	Area Code: <b>801</b>	Number: <b>860-1149</b>	Extension:
V9	Facsimile Number for Contact Person		
	Area Code: <b>801</b>	Number: <b>816-4510</b>	Extension:
V10	<b>Name of Individual Authorized to Bind the Organization</b>		
	Name: <b>David Lampkin</b>	Title: <b>Vice President of Business Sales</b>	
V11	Signature ( <b>Individual must be legally authorized to bind the vendor per NRS 333.337</b> )		
	Signature:		Date:

## STATE DOCUMENTS

### WSCA RFP AMENDMENTS

State of Nevada  
Department of Administration  
Purchasing Division  
515 E. Mouser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Greg Smith  
Administrator

SUBJECT: Amendment No. 1 to Request for Proposal No. 1907

DATE OF AMENDMENT: February 7, 2011

DATE OF RFP RELEASE: February 3, 2011

DATE AND TIME OF OPENING: March 28, 2011 @ 2:00 P.M.

AGENCY CONTACT: Teri Smith, Purchasing Officer

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The following shall be a part of RFP No. 1907 for *Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment (WSCA)*. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

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The last paragraph of section 1.1 of RFP 1907 currently states:

The contract term will be for a four (4) year period beginning November 1, 2012 through October 31, 2015, with the option to extend for an additional two (2) years beyond the initial contract term at the discretion of the lead State or as determined in the best interest of the lead State and WSCA, subject to mutual written acceptance. It is anticipated that this procurement will result in multiple awards.

The paragraph shall be replaced in its entirety with the following:

The contract term will be for a four (4) year period beginning November 1, 2012 through October 31, 2016, with the option to extend for an additional two (2) years beyond the initial contract term at the discretion of the lead State or as determined in the best interest of the lead State and WSCA, subject to mutual written acceptance. It is anticipated that this procurement will result in multiple awards.

In section 8 of RFP 1907, RFP Timeline, the Deadline for submittal of Reference Questionnaires is changed to the following: **No later than 4:30 PM on March 25, 2011.**

Please note that the deadline on the Reference Questionnaire is correct.

**ALL ELSE REMAINS THE SAME FOR RFP 1907.**

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

***RFP 1907 Amendment #1***

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

State of Nevada  
Department of Administration  
Purchasing Division  
515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Greg Smith  
Administrator

SUBJECT: Amendment No. 2 to Request for Proposal No. 1907  
DATE OF AMENDMENT: March 22, 2011  
DATE OF RFP RELEASE: February 3, 2011  
DATE AND TIME OF OPENING: ~~March 28, 2011 @ 2:00 p.m.~~ April 4, 2011 @ 2:00 p.m.  
AGENCY CONTACT: Teri Smith, Purchasing Officer

The following shall be a part of RFP No. 1907 for *Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment (WSCA)*. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.


The opening date and time will be extended until Monday, April 4, 2011 @ 2:00 P.M. (PST).


The deadline for submittal of Reference Questionnaires will be extended until 4:30 P.M. Friday, April 1, 2011.

The following definition shall be added to Section 2 of RFP 1907:

Participating Entity shall be any Department, Division or Agency of the State of Nevada, participating NASPO/WSCA states, and authorized local entities.

The following states' unique Terms and Conditions shall be added to Attachment K of RFP 1907:

  
Utah Terms and  
Conditions.doc

  
Arizona Terms and  
Conditions.doc

  
Arizona Uniform  
Terms and Conditions

#### QUESTIONS AND ANSWERS:

1. What type of devices will the Wireless services be supporting? Smart Phones, Satellite systems etc.

*Wireless devices such as cell phones, notebooks, netbooks, etc. Satellite systems do not fall within the scope of this RFP.*

2. Will carriers who only provide service in only a single state be considered for potential contract award? I represent a company based in Alaska. We provide telecommunications services, including wireless voice and wireless broadband, throughout the state of Alaska. We are potentially interested in the RFP no 1907 as the State of Alaska is a participating member of WSCA. If we are to submit a proposal, it would contain the limitation of Alaska only. No other WSCA member State would be able to purchase from us. The intention is to provide a competitive purchasing vehicle for those eligible agencies in Alaska only. Would this limitation disqualify us?

*This limitation does not disqualify your company.*

3. On the previous WSCA Agreement, pricing was defined as a percentage discount off standard retail rates. The current RFP and associated pricing worksheets do not include this type of pricing. Are vendors allowed to propose a percentage discount off standard retail rates?

*Vendors can propose a percentage discount off standard retail rates, but must also provide pricing as requested.*

4. Are vendors required to include exceptions to States Unique Terms & Conditions (Oregon & Montana, Attachment K) as part of our response or will these State Unique Terms and Condition be addressed between the awarded bidders and the individual States upon notification of award?

*Vendors should include exceptions to those unique terms and conditions as a part of their proposal, clearly stating which state's terms and conditions the exceptions apply to. These exceptions will not necessarily be considered during the evaluation process. Exceptions to a State's unique terms and conditions will be addressed between the awarded vendor(s) and the individual participating entity.*

5. Section 3.2.2 states that "All changes/reductions to current agreement pricing shall be formalized by an Agreement Amendment..." To clarify, is this section requiring an amendment for all ongoing changes in rate plans, products and services that are regular adjustments and updates to a vendor's portfolio? Or is the intent of Section 3.2.2 to formalize by written amendment changes in contractual language in the Master Agreement including, but not limited to, changes in the percentage discount offered on services, a change in the scope of products offered under the contract and/or introduction of new technologies with additional product terms.

*The intent of this section is to formalize by written amendment changes in contractual language in the Master Agreement including, but not limited to: changes in the percentage discount offered on services; a change in the scope of products offered under the contract; and/or introduction of new technologies with additional product terms. When new technologies are introduced, the discount structure that applies to the new technology must be approved.*

6. Existing statewide and local agency Participating Addendums (PA) under the existing WSCA Master Price Agreement #1523 expire on 10/31/2012. Is WSCA contemplating a transition period during which new Participating Addendums (or amendments to existing



Participating Addendums) can be executed under the new WSCA Master Agreement awarded as a result of RFP No. 1907?

*The intent is to award new contracts as of October 31, 2011. This will allow for any awarded current vendors to transition existing customers to the new contract, and will also allow for any new vendors to begin executing Participating Addendums immediately, with all executions completed by October 31, 2012.*

7. Are vendors permitted to submit their own W-9 form in lieu of the W-9 included in the RFP, Attachment F?

*Yes. In addition, when a participating entity executes a Participating Addendum, vendors may be required to register within that State and provide an additional W-9 for each Participating Addendum executed.*

8. Regarding Section 4.3, are subcontractors required to submit business references?

*Yes. Please see Section 4.2.1.3 of the RFP.*

9. Will this Bid allow a vendor to submit a bid for replacement aftermarket batteries (Non-OEM) as the only line items bid?

*Yes, as long as warranties meet the requirements of the RFP.*

10. Section 1 Project Overview Section; Participation by 50 states is listed, but District of Columbia is not mentioned. Will District of Columbia be allowed to participate?

*Yes.*

11. Section 3.2.3 Administrative Fee Payment Schedule and Attachment G. In this section the administrative fee is to be paid within 60 days after the end of the quarter, but in Schedule G the schedule for payment is the 15 day of the second calendar month after the end of the quarter. Please explain the difference.

*Schedule G is correct. "Quarterly sales reports are sent by 15<sup>th</sup> day of second calendar month after end of calendar quarter (the same schedule outlined below for the admin fee checks)". This schedule applies only to the WSCA administrative fee. Schedules for any administrative fees payable to any individual participating entities will be agreed upon by the awarded vendor and the participating entity.*

12. Section 4.2.1.4 Subcontractor Information Appears that some words were deleted at the end of this requirement. Please clarify and provide the requirement in its entirety.

*Section 4.2.1.5 shall be added and shall read:  
Vendor must notify the participating entity of the intended use of any subcontractors not identified within their original proposal response and provide the information originally requested in the RFP in Section 4.2, Subcontractor Information. The vendor must receive participating entity approval prior to subcontractor commencing work.*

13. 9.1.5 and 9.2.2.6 General Submission Requirements and Tab VI-Section 3-Scope of Work. Please clarify that the vendor can submit responses in a different style/format of

their choosing than the RFP requirement. Section 9.1.5 basically states that this is acceptable; however, Section 9.2.6 states that responses are to be in bold/italics. Responses in bold/italics will be very difficult for the proposal reviewers and evaluators to read.

*Vendor responses must be presented in a style/format that is easily distinguishable from RFP language. For consistency purposes, bold/italics is preferred. Exceptions/assumptions to this will be considered during the evaluation process.*

14. Attachment B1 Certification of Compliance with T&C of RFP. If we have a few exceptions to we respond and we have noted those exceptions on this attachment would we respond that we comply with the terms & conditions in the RFP or that we do not comply with the terms & conditions of the RFP.

*Vendor response must indicate non-compliance with the terms and conditions of the RFP and propose alternate language.*

15. Attachment D WSCA MSA Contract Form. New Attachment D is more similar to the existing "Independent Contract for Services" than the existing Attachment DD. The vendors need a true, customer facing contract document that spells out the terms and conditions applicable to the relationship. This Attachment D appears to be Nevada-specific (again, much like last round's Independent Contract). We believe that the existence of a set of terms and conditions that are Nevada-specific creates significant confusion that can be avoided by having Nevada sign its own, separate PA. That PA would incorporate the more broad terms and conditions, much like Attachment DD today. Please clarify.

*The terms and conditions contained in Attachment D are not intended to be Nevada specific; however, the solicitation is required to be done under the lead state's statutes, and therefore, Nevada Revised Statutes are cited. Nevada will sign a separate Participating Addendum once the contracts have been executed.*

16. Section 2 Definitions. Certain definitions require some clarification. Under the existing contract, there is WSCA, Participants (entities that execute a PA), Participating Entities (entities that participate under a PA signed by a separate Participant), and End Users (the CRUs and IRUs, collectively, for a Participating Entity). Under the new RFP, you have defined Customer, State, Subscriber and User, but not all the terms referenced above. There is a certain amount of overlap between these various definitions and we believe it is important to clearly define these roles (for example "State" means Nevada "and any agency identified herein". Does that mean Nevada agency or ANY agency? Can WSCA provide this clarification?

*Definitions in this RFP are the only definitions to be considered. The definitions for Customer, State, Subscriber and User shall mean any department, division, agency of participating NASPO/WSCA states, authorized local entities, and authorized employees thereof, where applicable.*

17. Sections 3.5.9 and 3.5.15 Detailed coverage maps. Will certain elements of our response, particularly our detailed network maps and technology migration plans, be kept confidential?



*If this information is considered a trade secret as defined by NRS §333.020(5)(a), it should be included in the vendor's confidential technical response. Please see Section 9.3 of the RFP.*

18. Section 3.6.15 Please clarify what is meant by "the ability to provide wireless data services for any equipment that has wireless voice capability."

*Cell phones that are capable of sending and receiving data. On reconsideration, we will accept devices that can provide either (i.e. Netbooks with no voice; cell phones with no data) but this must be delineated when presented to participating entities.*

19. Section 3.5.14 Please clarify what is meant by this section, particularly with respect to the clause "additional charges or fees". Is WSCA expecting that trial programs be provided free of charge? Or are the vendors allowed to charge their standard, contractual charges as applicable?

*WSCA is requesting a free trial period from vendors.*

20. In regards to the E-Rate pricing that is requested in the proposal. What is the average E-Rate percentage that needs to be calculated across all sites that are comprised in the State of Nevada network?

*This is unknown.*

21. Which companies are the current providers of the State of Nevada voice, internet, cell phone and broadband services at this present time?

*The State of Nevada participates on the current WSCA Wireless contracts with AT&T Mobility, Sprint Solutions, T-Mobile, and Verizon Wireless.*

22. How many voices lines are comprised on the State of Nevada network ? What is the current delivery type of the voices services (POTS, PBX,Internet)?

*This is unknown.*

23. What is the estimated number (+or-) Wireless Broadband lines currently or anticipated for the State of Nevada network? Will this be the first implementation of wireless broadband for the State of Nevada network?

*This is unknown.*

24. What is the estimated number of State of Nevada employees in 2011? What is the current policy for providing cell phone to State of Nevada employees?

*There are roughly 16,000 state employees in Nevada. Each department/agency writes their own policy for providing cell phones to employees and their usage. This will also vary from participating entity to participating entity throughout the states.*

25. In regards to customer care support. What level of customer service support is the State of Nevada seeking Tier 1, Tier 2 or Tier 3. What hours and days per week should the vendor be prepared to provide to the State of Nevada?

*It is expected that all levels of customer service support are available to all participating entities. It is also expected that some level, but not necessarily all levels, of support be available 24/7. Vendors should clearly define the levels of support each tier constitutes within their response.*

26. In regards to current voice and broadband network design. Are any of the services currently terminated within a data centers? If so are the data centers owned by the State of Nevada or leased space from major carriers such as Level 3, Qwest or NAP's like Switch?

*This is unknown.*

27. How many voicemail boxes are being requested for network?

*This is unknown.*

28. Is the State of Nevada looking for improvement in network security to be implemented on network with these requested changes?

*This is unknown.*

29. In attempting to estimate administrative fees to be paid to Western States. What is the current monthly billing amount for each category of existing voice and wireless broadband services?

*The information provided in Attachment J of the RFP is the most current and complete information that can be provided.*

30. At section 4.1.4, can you please confirm what licensing would be required? besides my business license, and certificate of insurance.

*It is the proposing vendor's responsibility to research and comply with license that is required of a vendor to provide the services/equipment contemplated within RFP 1907.*

31. For the accessories (band3) the pricing sheet and cost analysis ask for discount percent off. Is this off of MSRP or off vendor current pricing? Each vendor's current pricing is already going to be a different percent off MSRP. In order to make comparisons of percent off on an equal basis, is it possible that vendors list Discount Percent off for MSRP & current pricing (to be listed as MSRP / current pricing) so that evaluators can see how much vendor's pricing is off of MSRP.

*Yes.*

32. Reference 3.1.4- It appears that the E-rate program would apply to vendors providing wireless service, but it does not appear that it would apply to vendors providing

accessories (band 3). Are vendors participating in only Band 3 be required to commit to participate in this program as well?

*The E-Rate program provides discounts to assist most schools and libraries to obtain affordable telecommunications and internet access. It is not believed to be intended for accessories.*

33. Reference 3.2.3 - This section refers to administrative fees required by WSCA or non-WSCA states in addition to the WSCA administrative fee. It states that "The Contractor(s) may adjust SES (Service Equipment Schedule) pricing accordingly for purchases made by procuring agencies within jurisdiction of the state." Question- For vendors participating in Band 3 for Accessories and Equipment only, we don't necessarily have a SES. Can these vendors adjust pricing as specified in our pricing sheet accordingly as is being allowed for service providers?

*Yes, but this should be clearly defined.*

34. In accordance with section 3.1.1 Scope of Work Vendors may choose to submit a proposal on any or all listed services and/or equipment. Vendor must submit separate binders identifying compliance with each band. For Vendors proposing multiple bands this requirement could amount to 84+ binders being provided to WSCA for review. In accordance with section 9.1.6 and the State of Nevada's continuing efforts to reduce solid waste and further recycling efforts, would WSCA accept one Technical Section containing the appropriate Tabs for each band, One Cost Section containing the appropriate Tabs for each band and one Confidential Financial binder in order to reduce environmental impacts and support Vendor green initiative objectives if a Vendor should choose to respond to multiple bands.

*Yes.*

35. It was stated at the 2/23 pre-proposal meeting that Public Sector Associations or other cooperatives with members are allowed to sign a PA with Wireless Contractors. 1.a Please describe the type of Association or Cooperative that is eligible to sign a WSCA PA. 1.b Is the intent that the Associations would be able to purchase on a CL and IL basis for their Association and/or members use? 1.c Would WSCA allow wireless contractors to customize Terms & Conditions and/or pricing for specific entities, such as non-profit organizations? For example, removal of early termination fee waivers.

*This will vary by State and must be addressed on a case by case basis.*

36. It was stated at the 2/23 pre-proposal meeting that Contractors can sign PA's directly with non-profits in States that do not prohibit such a practice. a Assuming there is no State law prohibition, is there any limitation on the type of non-profits that will be eligible to sign a PA? Will WSCA allow Wireless Contractors to restrict certain types of non-profits? b Do eligible non-profit entities have the same right to sign PA's as a local governments (e.g., City or County) in States that have a State level PA but do not define non-profits as eligible or in States without a State level PA?

*This will vary by participating entity and must be addressed on a case by case basis.*

37. It was stated at the 2/23 pre-proposal meeting that WSCA will consider accommodating contract survivability for the purpose of E-Rate funding. Will WSCA allow Wireless Contractors to sign PA's and/or E-Rate agreements under the terms of the WSCA Master Agreement with termination dates that are coterminous with the E-Rate funding years (July 1 – June 30) up to eight months beyond the then effective termination date of the WSCA Master Agreement?

*If the Participating Addendum is signed prior to current contract termination, it will survive.*

38. Section 3.5 How do you specifically wish for us to showcase our coverage offering? Will % of area covered, % of population covered, Total pops covered or type of service that covers each state suffice? (3.5.7)

*Offerings should provide complete and detailed information in as clear and straightforward format as possible.*

39. Section 3.5.8 states no roaming/in-network voice services; where there are no roaming charges and rely on partner network to offer the best user experience can we show total coverage mapping (company owned and partner) for each State?

*Yes.*

40. Please elaborate on specifically what is needed for section 3.5.12, nationwide, states, etc?

*Provide detailed plans and timelines of what your company is doing to improve coverage in any area where you currently have 50% or less coverage.*

41. For section 3.5.13 the ask is to identify "basic" equipment provided for standard operations; would it be appropriate to offer a "basic" / "preferred" option, or "good", "better", "best", so long as it's clearly identified and articulated appropriately?

*Yes. All warranty requirements will apply.*

42. Section 3.5.25: Please confirm you are looking for specific detail and pricing on how we will augment in-building coverage (product solution and/or services based).

*Correct.*

43. Section 3.6: This section has all the same questions as 3.5 only for data. Is it imperative we assume this needs to be separated within our response?

*Correct.*

44. In section 3.6.20, please elaborate. Is the need to truly define all devices not supported on our network or if we should highlight a few key related devices not support or devices which we don't stock or have access through partner networks, etc.

*Please highlight a few key related devices not supported or devices which you don't stock or have access through partner networks, etc.*



45. Attachment H pricing documents. Do you want all three of the BANS cost pricing in one pricing document or would you like separate voice, broadband and accessories pricing documents; if we will be proposing a bid for all three BANS.

*We would prefer one for each band.*

46. Reporting Due to CPNI issues may we create a separate IL report for the Individual Liable lines on the WSCA contract showing the gross Lines, gross Minutes, gross spend for each quarter? Due to CPNI limitations we are unable to provide information on IL lines such as customer name, address, mobile number etc?

*WSCA does not require customer information on IL accounts; reports on these accounts should include spend only.*

47. What information do you want in the following columns in the line and equipment reports?

Column #	22	28	29	30	31	32
Field Size	8	30	1	1	60	60
Vendor Name	UNSPSC Commodity	VAR/Reseller/Distributor Name	Recycling		Optional - Category Description	Optional-Class Detail

*These can be left blank and will be addressed with awarded vendor(s) in the future. The column should be left, but can be blank where no information is available.*

**ALL ELSE REMAINS THE SAME FOR RFP 1907.**

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR \_\_\_\_\_

AUTHORIZED \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

***RFP 1907 Amendment 2***

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

## ATTACHMENT A CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in ***Section 2 “ACRONYMS/DEFINITIONS.”***

***Please initial the appropriate response in the boxes below and provide the justification for confidential status.***

Part I B – Confidential Technical Information			
YES	X	NO	
Proposal Section & Page #		Justification for Confidential Status	
3.3		<i>Sample reports only. Reports contain customer information such as account numbers and customer financial information including spend information.</i>	
3.5.6		<i>Includes very specific information on covered population that is more in-depth than public announcements. We have also included some strategic information on planned coverage in 2012 and beyond.</i>	
3.5.12		<i>Projections and stated goals stretching till 2013 are sensitive trade information.</i>	
3.5.24		<i>Information from our partners on value added solutions are provided for informational purposes, such information is competitive in nature given the unique offerings.</i>	
3.6.8		<i>Projections and stated goals stretching till 2013 are sensitive trade information.</i>	

Part III – Confidential Financial Information			
YES	X	NO	
Justification for Confidential Status			
<i>Dunn and Bradstreet number is proprietary and should not be released to the public.</i>			

***T-Mobile USA, Inc.***

Company Name

Signature

***David Lampkin // VP Business Sales***

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

## ATTACHMENT C - VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal response are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.



# PART IA TECHNICAL

---



***T-Mobile USA, Inc.***

---

Company Name

---

Signature

***David Lampkin // VP Business  
Sales***

---

Print Name


---

Date

<p><b>This document must be submitted in Tab IV of vendor's technical proposal</b></p>
--

## T-MOBILE USA, INC.-NV-CERTIFICATE OF STATUS


SECRETARY OF STATE




**CERTIFICATE OF EXISTENCE  
WITH STATUS IN GOOD STANDING**

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, T-MOBILE USA, INC., as a corporation duly organized under the laws of Delaware and existing under and by virtue of the laws of the State of Nevada since December 15, 1999, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on March 17, 2011.

  
ROSS MILLER  
Secretary of State

Electronic Certificate  
Certificate Number: C20110317-2393  
You may verify this electronic certificate  
online at <http://www.nvsos.gov/>

NOTES: 846-210 68-0714

## T-MOBILE USA, INC. LIABILITY &amp; PROPERTY COI



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/07/2010

PRODUCER  
Aon Risk Insurance Services West, Inc.  
Seattle WA Office  
1420 Fifth Avenue  
Suite 1200  
Seattle WA 98101-4030 USA

PHONE: (206) 749-4800 FAX: (206) 749-4860

INSURED  
T-Mobile USA, Inc.  
its Subsidiaries and Affiliates  
12920 SE 38th Street  
Bellevue WA 98006 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE  
COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Fidelity & Guaranty Ins Co	35386
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	Discover Property & Casualty Ins Co	36463
INSURER D:	Fidelity & Guaranty Ins U/W	25879
INSURER E:	United States Fidelity & Guaranty Co.	25887

Holder Identifier :

## COVERAGES

SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY  
PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.  
AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADDTL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Inc[...]  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC	GL2264628	05/01/2010	05/01/2011	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ifa occurrence)	\$1,000,000
						MED EXP (Any one person)	\$25,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HERED AUTOS <input type="checkbox"/> NON OWNED AUTOS	CA9835798 AOS CA 9835799 MA	05/01/2010	05/01/2011	COMBINED SINGLE LIMIT (Ifa accident)	\$2,000,000
B				05/01/2010	05/01/2011	BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN EA ACC AUTO ONLY : AGG	
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	15972273	05/01/2010	05/01/2011	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	D003W00412 AOS D003W00409 AZORWZ D003W00410 HI	05/01/2010	05/01/2011	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTHER	
E				05/01/2010	05/01/2011	E.L. EACH ACCIDENT	\$1,000,000
D				05/01/2010	05/01/2011	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
For information only.

## CERTIFICATE HOLDER

T-Mobile USA, Inc.  
12920 SE 38th St.  
Bellevue WA 98006 USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY  
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

ACORD 25 (2009/01)

The ACORD name and logo are registered marks of ACORD

©1988-2009 ACORD CORPORATION. All rights reserved

Certificate No : 570039569799

**Attachment to ACORD Certificate for T-Mobile USA, Inc.**

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**

T-Mobile USA, Inc.  
its Subsidiaries and Affiliates  
12920 SE 38th Street  
Bellevue WA 98006 USA

INSURER

INSURER

INSURER

INSURER

INSURER

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

ENR LTR	ADDF INSD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		WORKERS COMPENSATION					
C			0003w00411 NVN3	05/01/2010	05/01/2011		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate No :

570039569799

ACORD- CERTIFICATE OF PROPERTY INSURANCE		DATE (MM/DD/YY) 07/07/10																																																																																																																						
<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Seattle WA Office 1420 Fifth Avenue Suite 1200 Seattle WA 98101-4030 USA  <b>PHONE:</b> (206) 749-4800 <b>FAX:</b> (206) 749-4860		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>  <b>COMPANIES AFFORDING COVERAGE</b>  <b>COMPANY A</b> Allianz Global Risks US Insurance Co.  <b>COMPANY B</b>  <b>COMPANY C</b>  <b>COMPANY D</b>																																																																																																																						
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ACORD 24 (1/95)		© ACORD CORPORATION 1995																																																																																																																						

Holder Identifier :

570039569890

Certificate Number :

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDORSEMENT**

This endorsement, effective 12:01 A.M.10/30/2010 forms a part of

Policy No. GL 226-46-28 issued to T-MOBILE USA, INC.

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED  
TO E-MAIL NOTIFICATION**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.

  
AUTHORIZED REPRESENTATIVE

T-Mobile (1/11)

POLICY NUMBER: GL 226-46-28

COMMERCIAL GENERAL LIABILITY  
CG 02 24 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

CG 02 24 10 93

Copyright, Insurance Services Office, Inc., 1992

Page 1 of 1 ☐

## CORPORATE CERTIFICATIONS

CERTIFICATE OF INCORPORATION 06/18/1999

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 06/18/1999  
991248438 - 3058821

### CERTIFICATE OF INCORPORATION OF VOICESTREAM WIRELESS HOLDING CORPORATION

#### ARTICLE I. NAME

The name of this Corporation is VoiceStream Wireless Holding Corporation.

#### ARTICLE II. REGISTERED OFFICE AND AGENT

The address of the registered office of this Corporation in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805 in the City of Wilmington, County of New Castle, and the name of its registered agent at that address is Corporation Service Company.

#### ARTICLE III. PURPOSE

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

#### ARTICLE IV. DURATION

This Corporation is to have perpetual existence.

#### ARTICLE V. AUTHORIZED SHARES

The total number of shares of stock that this Corporation shall have authority to issue is four hundred five million (405,000,000), which shall consist of four hundred million (400,000,000) shares of Common Stock, par value \$0.001 per share, and five million (5,000,000) shares of Preferred Stock, par value \$0.001 per share. Authority is hereby expressly granted to the Board of Directors of this Corporation from time to time to issue any authorized but unissued shares of Common Stock for such consideration and on such terms as it may determine.

#### ARTICLE VI. POWERS

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal from time to time any or all of the Bylaws of this Corporation.

#### ARTICLE VII. DIRECTORS

The number of directors which shall constitute the whole Board of Directors of this Corporation shall be as specified in the Bylaws of this Corporation.



## ARTICLE VIII. LIMITATION OF DIRECTOR'S LIABILITY

A director of this Corporation shall not be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to this Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of the Certificate of Incorporation or Bylaws or of any statute inconsistent with this Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any acts or omissions occurring, or any causes of action, suits or claims that, but for this Article VIII would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

## ARTICLE IX. AUTHORITY TO AMEND CERTIFICATE OF INCORPORATION

This Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained herein, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner and at the time prescribed by law, and all rights at any time conferred upon the stockholders of the Corporation by this Certificate of Incorporation are granted subject to the provisions of this Article IX.

## ARTICLE X. INCORPORATOR

The name and address of the incorporator of this corporation is:

Angela R. Morrill	c/o VoiceStream Wireless Corporation
	3650 - 131 <sup>st</sup> Avenue SE, Suite 400
	Bellevue, WA 98006

THE UNDERSIGNED, being the incorporator herein above named, for the purpose of forming a Corporation to do business within and without the State of Delaware, and in pursuance of the Delaware General Corporation Law, does hereby make and file this Certificate of Incorporation.

Date: June 18, 1999

  
Angela R. Morrill, Incorporator

CERTIFICATE OF AMENDMENT 10/22/1999

*State of Delaware*  
*Office of the Secretary of State* PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "VOICESTREAM WIRELESS HOLDING CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Edward J. Freel*  
Edward J. Freel, Secretary of State

3058821 8100

991448743

AUTHENTICATION: 0042353

DATE: 10-25-99

STATE OF DELAWARE  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS  
 FILED 09:00 AM 10/22/1999  
 991448743 - 3058821

**RESTATED CERTIFICATE OF INCORPORATION  
 OF  
 VOICESTREAM WIRELESS HOLDING CORPORATION**

VoiceStream Wireless Holding Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is VOICESTREAM WIRELESS HOLDING CORPORATION. The date of filing of its original Certificate of Incorporation with the Secretary of State was June 18, 1999.
2. This Restated Certificate of Incorporation restates and integrates and amends the Certificate of Incorporation of this corporation by revising such document in its entirety. The Certificate of Incorporation as amended or supplemented heretofore is further amended hereby to read as herein set forth in full:

**ARTICLE I. NAME**

The name of this Corporation is VoiceStream Wireless Holding Corporation.

**ARTICLE II. REGISTERED OFFICE AND AGENT**

The address of the registered office of this Corporation in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805 in the City of Wilmington, County of New Castle, and the name of its registered agent at that address is Corporation Service Company.

**ARTICLE III. PURPOSE**

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

**ARTICLE IV. DURATION**

This Corporation is to have perpetual existence.

**ARTICLE V. AUTHORIZED SHARES**

5.1 The total number of shares of stock that this Corporation shall have authority to issue is four hundred five million (405,000,000), which shall consist of four hundred million (400,000,000) shares of Common Stock, par value \$0.001 per share, and five million (5,000,000) shares of Preferred Stock, par value \$0.001 per share.

5.2 Rights and Preferences of Common Stock. The holders of Common Stock shall have the following rights and preferences, subject to the rights and preferences of holders of

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10/22/1999 4:25PM

STATE OF DELAWARE  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS  
 FILED 09:00 AM 10/22/1999  
 991448743 - 3058821

**RESTATED CERTIFICATE OF INCORPORATION  
 OF  
 VOICESTREAM WIRELESS HOLDING CORPORATION**

VoiceStream Wireless Holding Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is VOICESTREAM WIRELESS HOLDING CORPORATION. The date of filing of its original Certificate of Incorporation with the Secretary of State was June 18, 1999.
2. This Restated Certificate of Incorporation restates and integrates and amends the Certificate of Incorporation of this corporation by revising such document in its entirety. The Certificate of Incorporation as amended or supplemented heretofore is further amended hereby to read as herein set forth in full:

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**ARTICLE II. REGISTERED OFFICE AND AGENT**

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5.2 Rights and Preferences of Common Stock. The holders of Common Stock shall have the following rights and preferences, subject to the rights and preferences of holders of

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CO. SERVICE CO. 4:25PM 10/22/1999

Preferred Stock, as determined by the Board of Directors pursuant to Section 5.3 of this Article V.

(a) Dividends. Holders of Common Stock shall be entitled to receive such dividends, payable in cash or otherwise, as may be declared thereon by the Board of Directors from time to time out of assets or funds of the corporation that are legally available therefor.

(b) Voting.

(i) On all matters upon which shareholders are entitled to vote, every holder of Common Stock shall be entitled to one (1) vote in person or by proxy for each share of Common Stock standing in its name on the transfer books of the corporation.

(ii) (A) Notwithstanding anything to the contrary contained in this Restated Certificate of Incorporation, if a Regulated Shareholder and its Affiliates own and have the right to vote shares of Common Stock having aggregate Voting Power in excess of 24.9% (the "Maximum Voting Percentage") of the Total Voting Power, then, for so long as such Regulated Shareholder and its Affiliates shall own and have the right to vote shares of Common Stock having aggregate Voting Power in excess of the Maximum Voting Percentage, that number of shares of Common Stock which results in such Regulated Shareholder and its Affiliates having aggregate Voting Power in excess of the Maximum Voting Percentage shall not be entitled to vote on any matter on which the shareholder of the corporation shall be entitled to vote, and such number of shares shall not be included in determining the number of shares voting or entitled to vote on any such matters.

(B) As used in this Section 5.2(b)(ii) and Article XII, the following terms shall have the following meanings:

(1) "Affiliate" shall mean with respect to any Person, any other Person, directly or indirectly controlling, controlled by or under common control with such Person. For the purpose of the above definition, the term "control" (including with correlative meaning, the terms "controlling," "controlled by," and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

(2) "Person" shall mean an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

(3) "Regulated Shareholder" shall mean any holder of shares of capital stock of the Company that is, or an Affiliate of which is, subject to the provisions of Rule 312(g) of the General Rules of the New York Stock Exchange (or any successor to such Rule) and was, or its Affiliate was, a holder of shares of capital stock of the

Company on the date that capital stock is held by shareholders other than the shareholders on the date hereof.

(4) "Total Voting Power" shall mean the total number of votes attributable to all shares of capital stock of the corporation outstanding and entitled to vote on any particular matter, other than the number of shares, if any, held by the Regulated Shareholders or their Affiliates which, pursuant to this Section 5.2(b)(ii), are non-voting.

(5) "Voting Power" shall mean the number of votes attributable to the total number of shares of capital stock of the corporation owned by a Regulated Shareholder and its Affiliates and with respect to which they shall have the right to vote on any particular matter before giving effect to this Section 5.2(b)(ii).

(c) Liquidation or Dissolution. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the corporation, holders of Common Stock shall receive a per share distribution of any assets remaining after payment or provision for liabilities and the liquidation preference on Preferred Stock, if any.

5.3 Rights and Preferences of Preferred Stock. The Board of Directors shall have the full authority permitted by law to divide the authorized and unissued shares of Preferred Stock into series, and to provide for the issuance of such shares in an aggregate amount not exceeding in the aggregate the number of shares of Preferred Stock authorized by this Restated Certificate of Incorporation, as amended from time to time, and to determine with respect to each such series the voting powers, if any (which voting powers, if granted, may be full or limited), designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions relating thereto, including without limiting the generality of the foregoing, the voting rights relating to shares of Preferred Stock of any series (which may be one or more votes per share or a fraction of a vote per share, which may vary over time and which may be applicable generally or only upon the happening and continuance of stated events or conditions), the rate of dividend to which holders of Preferred Stock of any series may be entitled (which may be cumulative or noncumulative), the rights of holders of Preferred Stock of any series in the event of liquidation, dissolution or winding up of the affairs of the corporation, the rights, if any, of holders of Preferred Stock of any series to convert or exchange such shares of Preferred Stock of such series for shares of any other series of capital stock or for any other securities, property or assets of the corporation (including the determination of the price or prices or the rate or rates applicable to such rights to convert or exchange and the adjustment thereof, the time or times during which the right to convert or exchange shall be applicable and the time or times during which a particular price or rate shall be applicable), whether or not the shares of that series shall be redeemable, and if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates, and whether any shares of that series shall be redeemed pursuant to a retirement or sinking fund or otherwise and the terms and conditions of such obligation.



Before the corporation shall issue any shares of Preferred Stock of any series, it shall file with the Secretary of State of the State of Delaware in the manner prescribed by the General Corporation Law of Delaware an amendment to this Restated Certificate of Incorporation setting forth the terms of the series and fixing the voting powers, designations, preferences, the relative, participating, optional, or other special rights, if any, and the qualifications, limitations and restrictions, if any, relating to the shares of Preferred Stock of such series, and the number of shares of Preferred Stock of such series authorized by the Board of Directors to be issued. The Board of Directors is further authorized to increase or decrease (but not below the number of such shares of such series then outstanding) the number of shares of any series subsequent to the issuance of shares of that series.

5.4 Issuance of Stock. The shares of capital stock of the corporation may be issued by the corporation from time to time for such consideration as from time to time may be fixed by the Board of Directors of the corporation.

#### ARTICLE VI. NUMBER OF DIRECTORS

The number of directors which shall constitute the whole Board of Directors of this Corporation shall be as specified in the Bylaws of this Corporation.

#### ARTICLE VII. LIMITATION OF DIRECTOR'S LIABILITY

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of Title 8 of the Delaware Code, or (iv) for any transaction from which the director derived an improper personal benefit. Neither the amendment nor repeal of this Article VII, nor the adoption of any provision of this Restated Certificate of Incorporation or Bylaws or of any statute inconsistent with this Article VII, shall eliminate or reduce the effect of this Article VII in respect of any acts or omissions occurring, or any causes of action, suits or claims that, but for this Article VII would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

#### ARTICLE VIII. INDEMNIFICATION OF DIRECTORS AND OFFICERS

8.1 Indemnification. The corporation shall indemnify its directors and officers to the full extent permitted by applicable law. The corporation shall advance expenses for such persons pursuant to the terms set forth in the Bylaws, or in a separate directors' resolution or contract.

8.2 Authorization. The Board of Directors may take such action as is necessary to carry out these indemnification and expense advancement provisions. It is expressly empowered to adopt, approve, and amend from time to time such Bylaws, resolutions, contracts, or further indemnification and expense advancement arrangements implementing these provisions as may be permitted by law, including the purchase and maintenance of insurance. Such Bylaws,

resolutions, contracts, or further arrangements shall include but not be limited to implementing the manner in which determinations as to any indemnity, or advancement of expenses shall be made.

8.3 Amendment. No amendment or repeal of this Article XIII shall apply to or have any effect on any right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

#### ARTICLE IX. REDEMPTION

9.1 Redemption. Notwithstanding any other provision of this Restated Certificate of Incorporation to the contrary, outstanding shares of capital stock of the corporation held by Disqualified Holders shall always be subject to redemption by the corporation, by action of the Board of Directors, if, in the judgment of the Board of Directors, such action should be taken, pursuant to Section 105(b) of Title 8 of the Delaware Code or any other applicable provision of law, to the extent necessary to prevent the loss or secure the reinstatement of any license or franchise from any governmental agency held by the corporation or any of its subsidiaries to conduct any portion of the business of the corporation or any of its subsidiaries, which license or franchise is conditioned upon some or all of the holders of the corporation's stock possessing prescribed qualifications. The terms and conditions of such redemption shall be as follows:

(a) the redemption price of the shares to be redeemed pursuant to this Article IX shall be equal to the lesser of (i) the Fair Market Value or (ii) if such stock was purchased by such Disqualified Holder within one year of the Redemption Date, such Disqualified Holder's purchase price for such shares;

(b) the redemption price of such shares may be paid in cash, Redemption Securities or any combination thereof;

(c) if less than all the shares held by Disqualified Holders are to be redeemed, the shares to be redeemed shall be selected in such manner as shall be determined by the Board of Directors, which may include selection first of the most recently purchased shares thereof, selection by lot or selection in any other manner determined by the Board of Directors;

(d) at least 30 days' written notice of the Redemption Date shall be given to the record holders of the shares selected to be redeemed (unless waived in writing by any such holder); provided, however, that only 10 days' written notice of the Redemption Date shall be given to record holders if the cash or Redemption Securities necessary to effect the redemption shall have been deposited in trust for the benefit of such record holders and subject to immediate withdrawal by them upon surrender of the stock certificates for their shares to be deemed; provided, further, that the record holders of the shares selected to be redeemed may transfer such shares prior to the Redemption Date to any holder that is not a Disqualified Holder and thereafter, for so long as such shares are not held by a Disqualified Holder, such shares shall not be subject to redemption by the corporation;



(e) from and after the Redemption Date; any and all rights of whatever nature (including without limitation any rights to vote or participate in dividends declared on stock of the same class or series as such shares) with respect to the shares selected from redemption held by Disqualified Holders on the Redemption Date shall cease and terminate and such Disqualified Holders thenceforth shall be entitled only to receive the cash or Redemption Securities payable upon redemption; and

(f) such other terms and conditions as the Board of Directors shall determine.

**9.2 Definitions.** For purposes of this Article IX:

(a) "Disqualified Holder" shall mean any holder of capital shares of stock of the corporation whose holding of such stock, either individually or when taken together with the holding of shares of capital stock of the corporation by any other holders, may result, in the judgment of the Board of Directors, in the loss of, or the failure to secure the reinstatement of, any license or franchise from any governmental agency held by the corporation or any of its subsidiaries or affiliates to conduct any portion of the business of the corporation or any of its subsidiaries or affiliates.

(b) "Fair Market Value" of a share of the corporation's stock of any class or series shall mean the average Closing Price for such a share for each of the forty-five (45) most recent days on which shares of stock of such class or series shall have been traded preceding the day on which notice of redemption shall be given pursuant to Section 9.1(d) of this Article IX; provided, however, that if shares of stock of such class or series are not traded on any United States securities exchange registered under the Securities Exchange Act of 1934 (a "Securities Exchange") or in the National Association of Securities Dealers, Inc. Automated Quotations Systems or any other system then in use (a "Quotation System"), "Fair Market Value" shall be determined by the Board of Directors in good faith. For purposes of this definition "Closing Price" on any day means the reported closing sales price or, in case no such sale takes place, the average of the reported closing bid and asked prices on the principal Securities Exchange on which such stock is listed, or, if such stock is not listed on any such exchange, the highest closing sales price or bid quotation for such stock on the applicable Quotation System.

(c) "Redemption Date" shall mean the date fixed by the Board of Directors for the redemption of any shares of stock of the corporation pursuant to this Article IX.

(d) "Redemption Securities" shall mean any debt or equity securities of the corporation, any of its subsidiaries or affiliates or any other corporation, or any combination thereof, having such terms and conditions as shall be approved by the Board of Directors and which, together with any cash to be paid as part of the redemption price, in the opinion of any nationally recognized investment banking firm selected by the Board of Directors (which may be a firm which provides other investment banking, brokerage or other services to the corporation), has a value, at the time notice of redemption is given pursuant to Section 9.1(d) of this Article IX, at least equal to the price required to be paid pursuant to Section 9.1(a) of this

Article IX (assuming, in the case of Redemption Securities to be publicly traded, such Redemption Securities were fully distributed and subject only to normal trading activity).

#### ARTICLE X. NO PREEMPTIVE RIGHTS

Stockholders of the corporation shall not have preemptive rights to acquire additional shares issued by the corporation.

#### ARTICLE XI. NO CUMULATIVE VOTING

Shareholders of the corporation shall not have cumulative voting rights.

#### ARTICLE XII. REPEAL AND AMENDMENT

12.1 Repeal of and Amendment to Restated Certificate of Incorporation. Unless otherwise provided herein, the provisions of this Restated Certificate of Incorporation may be repealed or amended upon the affirmative vote of the holders of not less than a majority of the Total Voting Power of the corporation. The provisions set forth in Article IX, Article X, Article XI and this sentence of Section 12.1 of Article XII herein may not be repealed or amended in any respect, unless such action is approved by the affirmative vote of the holders of not less than 66-2/3% of the Total Voting Power.

12.2 Repeal of and Amendment to Bylaws. In furtherance and not in limitation of the powers conferred by the Act, the Board of Directors is expressly authorized to make, adopt, repeal, alter, amend, and rescind the Bylaws of the corporation by a resolution adopted by a majority of the directors. The shareholders shall also have the power to adopt, amend or repeal the Bylaws of the corporation as set forth therein.

#### ARTICLE XIII. CONFLICTING INTERESTS

A director or officer of the corporation shall not in the absence of fraud be disqualified by his office from dealing or contracting with the corporation either as a vendor, purchaser or otherwise, nor in the absence of fraud shall a director or officer of the corporation be liable to account to the corporation for any profit realized by him from or through any transaction or contract of the corporation by reason of the fact that he, or any firm of which he is a member, or any corporation of which he is an officer, director or stockholder, was interested in such transaction or contract if such transaction or contract has been authorized, approved or ratified in the manner provided in the General Corporation Law of Delaware for authorization, approval or ratification of transactions or contracts between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest.

This Restated Certificate of Incorporation was duly adopted by the Board of Directors in accordance with Section 245 of the General Corporation Law of the State of Delaware.

This Restated Certificate of Incorporation was duly adopted by unanimous written consent of the stockholders in accordance with the applicable provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Alan R. Bender, Executive Vice President of VOICESTREAM WIRELESS HOLDING CORPORATION has signed these Restated Articles of Incorporation as duplicate signed originals on October 22, 1999.

VOICESTREAM WIRELESS HOLDING CORPORATION

By Alan R. Bender  
Alan R. Bender, Executive Vice President

CERTIFICATE OF AMENDMENT 12/03/1999

*State of Delaware*  
*Office of the Secretary of State* PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "VOICESTREAM WIRELESS HOLDING CORPORATION", FILED IN THIS OFFICE ON THE THIRD DAY OF DECEMBER, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Edward J. Freel, Secretary of State

3058821 8100

991518401

AUTHENTICATION: 0119460

DATE: 12-06-99

STATE OF DELAWARE  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS  
 FILED 09:00 AM 12/03/1999  
 991518401 - 3058821

**CERTIFICATE OF AMENDMENT  
 OF  
 RESTATED CERTIFICATE OF INCORPORATION  
 OF  
 VOICESTREAM WIRELESS HOLDING CORPORATION**

Pursuant to the provisions of Section 242 of the General Corporation Law of the State of Delaware, the following Certificate of Amendment of Restated Certificate of Incorporation is submitted for filing:

The name of the Corporation is VoiceStream Wireless Holding Corporation (the "Corporation").

Section 5.1 of Article V of the Restated Certificate of Incorporation is amended to read as follows:

5.1 **Authorized Shares.** The total number of shares of stock that the corporation shall have authority to issue is One Billion One Hundred Million (1,100,000,000), which shall consist of One Billion (1,000,000,000) shares of Common Stock, \$0.001 par value per share ("Common Stock"), and One Hundred Million (100,000,000) shares of Preferred Stock, \$0.001 par value per share ("Preferred Stock").

This Certificate of Amendment of Restated Certificate of Incorporation was duly adopted by the Board of Directors in accordance with Sections 141(f) and 242 of the General Corporation Law of the State of Delaware.

This Certificate of Amendment of Restated Certificate of Incorporation was duly adopted by unanimous written consent of the stockholders in accordance with the applicable provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Alan R. Bender, Executive Vice President of VOICESTREAM WIRELESS HOLDING CORPORATION has signed this Certificate of Amendment of Restated Certificate of Incorporation on December 3, 1999.

VOICESTREAM WIRELESS HOLDING CORPORATION

By Alan R. Bender  
 Alan R. Bender, Executive Vice President

RECEIVED SECRETARY OF STATE

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CORP SERVICES CO

DEC 6 1999 2:03PM

**CERTIFICATE OF AMENDMENT  
OF  
RESTATED CERTIFICATE OF INCORPORATION  
OF  
VOICESTREAM WIRELESS HOLDING CORPORATION**

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This Certificate of Amendment of Restated Certificate of Incorporation was duly adopted by the Board of Directors in accordance with Sections 141(f) and 242 of the General Corporation Law of the State of Delaware.

This Certificate of Amendment of Restated Certificate of Incorporation was duly adopted by unanimous written consent of the stockholders in accordance with the applicable provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Alan R. Bender, Executive Vice President of VOICESTREAM WIRELESS HOLDING CORPORATION has signed this Certificate of Amendment of Restated Certificate of Incorporation on December 3, 1999.

VOICESTREAM WIRELESS HOLDING CORPORATION

By Alan R. Bender  
Alan R. Bender, Executive Vice President

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RESTATED CERTIFICATE 01/19/2000

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "VOICESTREAM WIRELESS HOLDING CORPORATION", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF JANUARY, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Edward J. Freel, Secretary of State

3058821 8100  
001029775

AUTHENTICATION: 0208418  
DATE: 01-20-00



STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 01/19/2000  
001029775 - 3058821

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
VOICESTREAM WIRELESS HOLDING CORPORATION**

VoiceStream Wireless Holding Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is VOICESTREAM WIRELESS HOLDING CORPORATION. The date of filing of its original Certificate of Incorporation with the Secretary of State was June 18, 1999.
2. This Amended and Restated Certificate of Incorporation restates and integrates and further amends the Restated Certificate of Incorporation and all previous Amendments thereto of this corporation by revising such documents in their entirety. The Restated Certificate of Incorporation as amended or supplemented heretofore is further amended hereby to read as herein set forth in full:

**ARTICLE I. NAME**

The name of this corporation is VoiceStream Wireless Holding Corporation.

**ARTICLE II. REGISTERED OFFICE AND AGENT**

The address of the registered office of this corporation in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805 in the City of Wilmington, County of New Castle, and the name of its registered agent at that address is Corporation Service Company.

**ARTICLE III. PURPOSE**

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

**ARTICLE IV. DURATION**

This corporation is to have perpetual existence.

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5.1 Authorized Shares. The total number of shares of stock that the corporation shall have authority to issue is One Billion One Hundred Million (1,100,000,000), which shall consist of One Billion (1,000,000,000) shares of Common Stock, \$0.001 par value per share ("Common Stock"), and One Hundred Million (100,000,000) shares of Preferred Stock, \$0.001 par value per share ("Preferred Stock");

5.2 Rights and Preferences of Common Stock. The holders of Common Stock shall have the following rights and preferences, subject to the rights and preferences of holders of Preferred Stock, as determined by the Board of Directors pursuant to Section 5.3 of this Article V.

(a) Dividends. Holders of Common Stock shall be entitled to receive such dividends, payable in cash or otherwise, as may be declared thereon by the Board of Directors from time to time out of assets or funds of the corporation that are legally available therefor.

(b) Voting. On all matters upon which stockholders are entitled to vote, every holder of Common Stock shall be entitled to one (1) vote in person or by proxy for each share of Common Stock standing in its name on the transfer books of the corporation.

(c) Liquidation or Dissolution. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the corporation, holders of Common Stock shall receive a per share distribution of any assets remaining after payment or provision for liabilities and the liquidation preference on Preferred Stock, if any.

5.3 Rights and Preferences of Preferred Stock. The Board of Directors shall have the full authority permitted by law to divide the authorized and unissued shares of Preferred Stock into series, and to provide for the issuance of such shares in an aggregate amount not exceeding in the aggregate the number of shares of Preferred Stock authorized by this Amended and Restated Certificate of Incorporation, as amended from time to time, and to determine with respect to each such series the voting powers, if any (which voting powers, if granted, may be full or limited), designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions relating thereto, including without limiting the generality of the foregoing, the voting rights relating to shares of Preferred Stock of any series (which may be one or more votes per share or a fraction of a vote per share, which may vary over time and which may be applicable generally or only upon the happening and continuance of stated events or conditions), the rate of dividend to which holders of Preferred Stock of any series may be entitled (which may be cumulative or noncumulative), the rights of holders of Preferred Stock of any series in the event of liquidation, dissolution or winding up of the affairs of the corporation, the rights, if any, of holders of Preferred Stock of any series to convert or exchange such shares of Preferred Stock of such series for shares of any other series of capital stock or for any other securities, property or assets of the corporation (including the determination of the price or prices or the rate or rates applicable to such rights to convert or exchange and the adjustment thereof, the time or times during which the right to convert or exchange shall be applicable and the time or times during which a particular price or rate shall be applicable), whether or not the shares of that series shall be redeemable, and if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates, and whether any shares of that series shall be redeemed pursuant to a retirement or sinking fund or otherwise and the terms and conditions of such obligation.

Before the corporation shall issue any shares of Preferred Stock of any series, it shall file with the Secretary of State of the State of Delaware in the manner prescribed by the General Corporation Law of Delaware an amendment to this Amended and Restated Certificate of Incorporation setting forth the terms of the series and fixing the voting powers, designations, preferences, the relative, participating, optional, or other special rights, if any, and the qualifications, limitations and restrictions, if any, relating to the shares of Preferred Stock of such series, and the number of shares of Preferred Stock of such series authorized by the Board of Directors to be issued. The Board of Directors is further authorized to increase or decrease (but not below the number of such shares of such series then outstanding) the number of shares of any series subsequent to the issuance of shares of that series.

5.4 Issuance of Stock. The shares of capital stock of the corporation may be issued by the corporation from time to time for such consideration as from time to time may be fixed by the Board of Directors of the corporation.

#### ARTICLE VI. NUMBER OF DIRECTORS

The number of directors which shall constitute the whole Board of Directors of this corporation shall be as specified in the Bylaws of this corporation.

#### ARTICLE VII. LIMITATION OF DIRECTOR'S LIABILITY

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of Title 8 of the Delaware Code, or (iv) for any transaction from which the director derived an improper personal benefit. Neither the amendment nor repeal of this Article VII, nor the adoption of any provision of this Amended and Restated Certificate of Incorporation or Bylaws or of any statute inconsistent with this Article VII, shall eliminate or reduce the effect of this Article VII in respect of any acts or omissions occurring, or any causes of action, suits or claims that, but for this Article VII would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

#### ARTICLE VIII. INDEMNIFICATION OF DIRECTORS AND OFFICERS

8.1 Indemnification. The corporation shall indemnify its directors and officers to the full extent permitted by applicable law. The corporation shall advance expenses for such persons pursuant to the terms set forth in the Bylaws, or in a separate directors' resolution or contract.

8.2 Authorization. The Board of Directors may take such action as is necessary to carry out these indemnification and expense advancement provisions. It is expressly empowered to adopt, approve, and amend from time to time such Bylaws, resolutions, contracts, or further indemnification and expense advancement arrangements implementing these provisions as may be permitted by law, including the purchase and maintenance of insurance. Such Bylaws,

resolutions, contracts, or further arrangements shall include but not be limited to implementing the manner in which determinations as to any indemnity, or advancement of expenses shall be made.

8.3 Amendment. No amendment or repeal of this Article VIII shall apply to or have any effect on any right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

#### ARTICLE IX. REDEMPTION

9.1 Redemption. Notwithstanding any other provision of this Amended and Restated Certificate of Incorporation to the contrary, outstanding shares of capital stock of the corporation held by Disqualified Holders shall always be subject to redemption by the corporation, by action of the Board of Directors, if, in the judgment of the Board of Directors, such action should be taken, pursuant to Section 105(b) of Title 8 of the Delaware Code or any other applicable provision of law, to the extent necessary to prevent the loss or secure the reinstatement of any license or franchise from any governmental agency held by the corporation or any of its subsidiaries to conduct any portion of the business of the corporation or any of its subsidiaries, which license or franchise is conditioned upon some or all of the holders of the corporation's stock possessing prescribed qualifications. The terms and conditions of such redemption shall be as follows:

(a) the redemption price of the shares to be redeemed pursuant to this Article IX shall be equal to the lesser of (i) the Fair Market Value or (ii) if such stock was purchased by such Disqualified Holder within one year of the Redemption Date, such Disqualified Holder's purchase price for such shares;

(b) the redemption price of such shares may be paid in cash, Redemption Securities or any combination thereof;

(c) if less than all the shares held by Disqualified Holders are to be redeemed, the shares to be redeemed shall be selected in such manner as shall be determined by the Board of Directors, which may include selection first of the most recently purchased shares thereof, selection by lot or selection in any other manner determined by the Board of Directors;

(d) at least 30 days' written notice of the Redemption Date shall be given to the record holders of the shares selected to be redeemed (unless waived in writing by any such holder); provided, however, that only 10 days' written notice of the Redemption Date shall be given to record holders if the cash or Redemption Securities necessary to effect the redemption shall have been deposited in trust for the benefit of such record holders and subject to immediate withdrawal by them upon surrender of the stock certificates for their shares to be redeemed; provided, further, that the record holders of the shares selected to be redeemed may transfer such shares prior to the Redemption Date to any holder that is not a Disqualified Holder and thereafter, for so long as such shares are not held by a Disqualified Holder, such shares shall not be subject to redemption by the corporation;

(e) from and after the Redemption Date; any and all rights of whatever nature (including without limitation any rights to vote or participate in dividends declared on stock of the same class or series as such shares) with respect to the shares selected from redemption held by Disqualified Holders on the Redemption Date shall cease and terminate and such Disqualified Holders thenceforth shall be entitled only to receive the cash or Redemption Securities payable upon redemption; and

(f) such other terms and conditions as the Board of Directors shall determine.

9.2 Definitions. For purposes of this Article IX:

(a) "Disqualified Holder" shall mean any holder of capital shares of stock of the corporation whose holding of such stock, either individually or when taken together with the holding of shares of capital stock of the corporation by any other holders, may result, in the judgment of the Board of Directors, in the loss of, or the failure to secure the reinstatement, of, any license or franchise from any governmental agency held by the corporation or any of its subsidiaries or affiliates to conduct any portion of the business of the corporation or any of its subsidiaries or affiliates.

(b) "Fair Market Value" of a share of the corporation's stock of any class or series shall mean the average Closing Price for such a share for each of the forty-five (45) most recent days on which shares of stock of such class or series shall have been traded preceding the day on which notice of redemption shall be given pursuant to Section 9.1(d) of this Article IX; provided, however, that if shares of stock of such class or series are not traded on any United States securities exchange registered under the Securities Exchange Act of 1934 (a "Securities Exchange") or in the National Association of Securities Dealers, Inc. Automated Quotations Systems or any other system then in use (a "Quotation System"), "Fair Market Value" shall be determined by the Board of Directors in good faith. For purposes of this definition "Closing Price" on any day means the reported closing sales price or, in case no such sale takes place, the average of the reported closing bid and asked prices on the principal Securities Exchange on which such stock is listed, or, if such stock is not listed on any such exchange, the highest closing sales price or bid quotation for such stock on the applicable Quotation System.

(c) "Redemption Date" shall mean the date fixed by the Board of Directors for the redemption of any shares of stock of the corporation pursuant to this Article IX.

(d) "Redemption Securities" shall mean any debt or equity securities of the corporation, any of its subsidiaries or affiliates or any other corporation, or any combination thereof, having such terms and conditions as shall be approved by the Board of Directors and which, together with any cash to be paid as part of the redemption price, in the opinion of any nationally recognized investment banking firm selected by the Board of Directors (which may be a firm which provides other investment banking, brokerage or other services to the corporation), has a value, at the time notice of redemption is given pursuant to Section 9.1(d) of this Article IX, at least equal to the price required to be paid pursuant to Section 9.1(a) of this



Article IX (assuming, in the case of Redemption Securities to be publicly traded, such Redemption Securities were fully distributed and subject only to normal trading activity).

#### ARTICLE X. NO PREEMPTIVE RIGHTS

Stockholders of the corporation shall not have preemptive rights to acquire additional shares issued by the corporation.

#### ARTICLE XI. NO CUMULATIVE VOTING

Stockholders of the corporation shall not have cumulative voting rights.

#### ARTICLE XII. REPEAL AND AMENDMENT

12.1 Repeal of and Amendment to Amended and Restated Certificate of Incorporation. Unless otherwise provided herein, the provisions of this Amended and Restated Certificate of Incorporation may be repealed or amended upon the affirmative vote of the holders of not less than a majority of the total number of shares of capital stock of the corporation outstanding and entitled to vote on any particular matter. The provisions set forth in Article IX, Article X, Article XI and this sentence of Section 12.1 of Article XII herein may not be repealed or amended in any respect, unless such action is approved by the affirmative vote of the holders of not less than 66-2/3% of the total number of shares of capital stock of the corporation outstanding and entitled to vote on any particular matter.

12.2 Repeal of and Amendment to Bylaws. In furtherance and not in limitation of the powers conferred by the Act, the Board of Directors is expressly authorized to make, adopt, repeal, alter, amend, and rescind the Bylaws of the corporation by a resolution adopted by a majority of the directors. The stockholders shall also have the power to adopt, amend or repeal the Bylaws of the corporation as set forth therein.

#### ARTICLE XIII. CONFLICTING INTERESTS

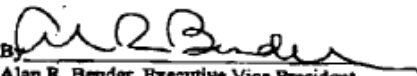
A director or officer of the corporation shall not in the absence of fraud be disqualified by his office from dealing or contracting with the corporation either as a vendor, purchaser or otherwise, nor in the absence of fraud shall a director or officer of the corporation be liable to account to the corporation for any profit realized by him from or through any transaction or contract of the corporation by reason of the fact that he, or any firm of which he is a member, or any corporation of which he is an officer, director or stockholder, was interested in such transaction or contract if such transaction or contract has been authorized, approved or ratified in the manner provided in the General Corporation Law of Delaware for authorization, approval or ratification of transactions or contracts between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest.

This Amended and Restated Certificate of Incorporation was duly adopted by the Board of Directors in accordance with Section 245 of the General Corporation Law of the State of Delaware.

This Amended and Restated Certificate of Incorporation was duly adopted by unanimous written consent of the stockholders in accordance with the applicable provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Alan R. Bender, Executive Vice President of VOICESTREAM WIRELESS HOLDING CORPORATION has signed this Amended and Restated Certificate of Incorporation on January 18, 2000.

VOICESTREAM WIRELESS HOLDING CORPORATION

By   
Alan R. Bender, Executive Vice President

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CERT OF AMENDMENT 02/25/2000

**CERTIFICATE OF AMENDMENT**  
**OF**  
**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**  
**OF**  
**VOICESTREAM WIRELESS HOLDING CORPORATION**  
a Delaware corporation

VoiceStream Wireless Holding Corporation (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

**FIRST:** That, by unanimous written consent of the Board of Directors of the Corporation followed by written consent of the holders of all of the outstanding stock entitled to vote thereon, the following resolutions proposing and declaring advisable an amendment to the Amended and Restated Certificate of Incorporation of the Corporation were adopted by the Board of Directors and the Stockholders of the Corporation:

RESOLVED that, at the Effective Time (as defined in the Reorganization Agreement), the name of the Corporation be changed to VoiceStream Wireless Corporation, pursuant to the provisions of Section 241 of the Delaware General Corporation Law;

RESOLVED, that Article I of the Restated Certificate of Incorporation of the Corporation be amended to read as follows:

"The name of this corporation is VoiceStream Wireless Corporation."

124435-1

SECOND: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 141(f), 228 and 241 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Voicestream Wireless Holding Corporation has caused this Certificate of Amendment to be executed by Alan R. Bender, its Executive Vice President, as of the 25th day of February, 2000.



Alan R. Bender  
Executive Vice President

AMENDMENT 03/01/2000

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "VOICESTREAM WIRELESS HOLDING CORPORATION", CHANGING ITS NAME FROM "VOICESTREAM WIRELESS HOLDING CORPORATION" TO "VOICESTREAM WIRELESS CORPORATION", FILED IN THIS OFFICE ON THE FIRST DAY OF MARCH, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3058821 8100  
001105960

  
Edward J. Freel, Secretary of State

AUTHENTICATION: 0291884  
DATE: 03-02-00

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 03/01/2000  
001105960 - 3058821

**CERTIFICATE OF AMENDMENT**  
**OF**  
**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**  
**OF**  
**VOICESTREAM WIRELESS HOLDING CORPORATION**  
a Delaware corporation

VoiceStream Wireless Holding Corporation (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

**FIRST:** That, by unanimous written consent of the Board of Directors of the Corporation followed by written consent of the holders of all of the outstanding stock entitled to vote thereon, the following resolutions proposing and declaring advisable an amendment to the Amended and Restated Certificate of Incorporation of the Corporation were adopted by the Board of Directors and the Stockholders of the Corporation:

**RESOLVED** that, at the Effective Time (as defined in the Reorganization Agreement), the name of the Corporation be changed to VoiceStream Wireless Corporation, pursuant to the provisions of Section 241 of the Delaware General Corporation Law;

**RESOLVED**, that Article I of the Restated Certificate of Incorporation of the Corporation be amended to read as follows:

"The name of this corporation is VoiceStream Wireless Corporation."

171128 1

**SECOND:** That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 141(f), 228 and 24) of the General Corporation Law of the State of Delaware.

**IN WITNESS WHEREOF,** Voicestream Wireless Holding Corporation has caused this Certificate of Amendment to be executed by Alan R. Bender, its Executive Vice President, as of the 25th day of February, 2000.

/s/ Alan R. Bender  
Alan R. Bender  
Executive Vice President

AMENDMENT 08/30/2002

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "VOICESTREAM WIRELESS CORPORATION", CHANGING ITS NAME FROM "VOICESTREAM WIRELESS CORPORATION" TO "T-MOBILE USA, INC.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF AUGUST, A.D. 2002, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3058821 8100

020547279

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1961902

DATE: 08-30-02

**CERTIFICATE OF AMENDMENT  
OF  
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
VOICESTREAM WIRELESS CORPORATION**

a Delaware Corporation

VoiceStream Wireless Corporation (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: That, by unanimous written consent of the Board of Directors of the Corporation followed by written consent of the holders of all of the outstanding stock entitled to vote thereon, the following resolutions proposing and declaring advisable an amendment to the Amended and Restated Certificate of Incorporation of the Corporation, dated May 30, 2001, were adopted by the Board of Directors and the Stockholders of the Corporation:

RESOLVED, that the Board deems it advisable and in the best interests of the Corporation, and hereby recommends to the Sole Shareholder, and the Sole Shareholder hereby accepts the recommendation of the Board, that the Amended and Restated Certificate of Incorporation of the Corporation, dated May 30, 2001, be amended so as to change the name of the Corporation, and for that purpose, to amend Article I thereof to read as follows:

"The name of the corporation is T-Mobile USA, Inc. (hereinafter referred to as the "Corporation")."

and be it further

RESOLVED, that Article I of the Amended and Restated Certificate of Incorporation, dated May 30, 2001, be amended to read as aforesaid.

SECOND: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 141(f), 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, VoiceStream Wireless Corporation has caused this Certificate of Amendment to be executed by Alan R. Bender, its Executive Vice President and Secretary as of the 30th day of August, 2002.



Alan R. Bender  
Executive Vice President  
and Secretary

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
AUG 30 09:00 AM 08/30/2002  
020547279 - 3058821





**ATTACHMENT B1****TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE  
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES

    X    

I agree to comply with the terms and conditions specified in this RFP.

NO

I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

***T-Mobile USA, Inc.***\_\_\_\_\_  
Company Name\_\_\_\_\_  
Signature***David Lampkin // VP Business Sales***\_\_\_\_\_  
Print Name\_\_\_\_\_  
Date

***Vendors MUST use the following format.*** Attach additional sheets if necessary.

## EXCEPTION SUMMARY FORM

<b>RFP SECTION NUMBER</b>	<b>RFP PAGE NUMBER</b>	<b>EXCEPTION</b> (Complete detail regarding exceptions must be identified)
<b>3.2.2</b>	<b>83 of 222</b>	<i>Agreement shall be effective the date the Agreement Amendment is signed by both parties.</i>
<b>3.3.1</b>	<b>83 of 222</b>	<p><i>T-Mobile will submit a separate (Individual liable) IRU usage report due to FCC mandated CPNI policy (Customer Proprietary Network information). Per CPNI T-Mobile is unable to provide any Individual liable account information other than IRU minutes, IRU lines per account, total IRU gross spend, the admin fee and any additional lines added in the quarter.</i></p> <p><i>T-Mobile will continue to work on adding additional data to the Accessory, Equipment and Device report over the next year as we continue to augment our internal systems to further meet your reporting requirements. We will update WSCA on our reporting improvement progress at each of our six month T-Mobile/WSCA meetings. T-Mobile would like to submit an (Individual liable) IRU equipment report due to our FCC mandated CPNI policy (Customer Proprietary Network information). Per CPNI T-Mobile is unable to provide any Individual liable account information other than equipment charges and equipment adjustments, the admin fee and any additional lines added in the quarter. Please see sample reports in Part IB Technical confidential.</i></p>
<b>3.5.16.5</b>	<b>115 of 222</b>	<i>We do not provide repair service or loaners for equipment at our retail locations; However T-Mobile does support all manufacture warranty periods.</i>
<b>3.5.16.6</b>	<b>115 of 222</b>	<i>We do not provide repair service or loaners for equipment at our retail locations; However T-Mobile does support all manufacture warranty periods.</i>
<b>3.5.18</b>	<b>118 of 222</b>	<i>T-Mobile does not supply an in-store repair program; However T-Mobile can bill services through offered by Asurion Insurance Services, Inc. to protect devices from loss, theft, accidental damage, or malfunction. These services are available as a monthly fee billed to T-Mobile account. The Aggregate Volume Discount (AVD) does not apply to these services as they are not provided by T-Mobile.</i>
<b>3.6.12.6</b>	<b>152 &amp; 153 of 222</b>	<i>We do not provide Repair Service for Equipment at our retail locations; However T-Mobile does support all manufacture warranty periods.</i>
<b>3.7.2</b>	<b>169 of 222</b>	<i>Partially Comply. T-Mobile Response: Partially Comply. We will provide 25% off of MSRP on our full line of accessories. Our standard shipping is 3- 5 days. Overnight (New Activations), Express (Handset upgrades) shipping is available at an</i>

<b>RFP SECTION NUMBER</b>	<b>RFP PAGE NUMBER</b>	<b>EXCEPTION</b> <b>(Complete detail regarding exceptions must be identified)</b>
		<i>additional cost to all the current WSCA states. At this point in time, T-Mobile does not offer an on-line catalog of accessories. We are, however, working diligently to create an on-line portal in the near future.</i>
<b>4.1.7</b>	<b>178 &amp; 179 of 222</b>	<p><i>T-Mobile takes exception to the word “alleged” in this requirement. T-Mobile only has knowledge of litigation that has been filed against it and served.</i></p> <p><i>As a matter of company policy, T-Mobile does not comment on ongoing litigation. However, as are all of the US national wireless carriers, T-Mobile is a litigant in over 100 active cases throughout the United States involving consumer-related issues, patent issues and other contract – related issues. None of these cases will inhibit T-Mobile from providing the products and services to be provided under the WSCA contract. T-Mobile is also a Multiple Award Schedule 70 Contractor with the General Services Administration and to its best knowledge is in compliance with its GSA contract T-Mobile is not and has not been debarred from government contracting anywhere in the United States. If the Western States Contract Alliance requires additional information, please let us know.</i></p>
<b>10.3</b>	<b>33 of 52 in the original RFP document</b>	<p><i>T-Mobile takes exception to the word “alleged” in this requirement. T-Mobile only has knowledge of litigation that has been filed against it and served.</i></p> <p><i>As a matter of company policy, T-Mobile does not comment on ongoing litigation. However, as are all of the US national wireless carriers, T-Mobile is a litigant in over 100 active cases throughout the United States involving consumer-related issues, patent issues and other contract – related issues. None of these cases will inhibit T-Mobile from providing the products and services to be provided under the WSCA contract. T-Mobile is also a Multiple Award Schedule 70 Contractor with the General Services Administration and to its best knowledge is in compliance with its GSA contract T-Mobile is not and has not been debarred from government contracting anywhere in the United States. If the Western States Contract Alliance requires additional information, please let us know.</i></p>
<b>11.2.5</b>	<b>38 of 52 in the original RFP</b>	<i>The State will not be liable for Federal, State, or Local excise taxes per NRS §372.325.</i>

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
	<i>document</i>	<i>T-Mobile would request a copy of a tax exempt certification for its file. Also certain regulatory fees (including, but not limited to Universal Service, Fund E-911 and regulatory program fees) may not qualify for exemption per FCC regulations.</i>
<i>Attachment D  Section 11</i>	<i>3 of 15 in MSA</i>	<p><b>11. <u>CONSIDERATION:</u></b> <i>T-Mobile proposes the following change/additions underlined below.</i></p> <p><i>Please see redlined MSA under TAB III Other information.</i></p> <p><i>The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses). Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. <u>If T-Mobile offers new products and services or the services change we reserve the right to set prices for those new products and services.</u> The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is</i></p>

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
		<i>later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.</i>
<i>Attachment D Section 12</i>	<i>3 of 15 in the MSA</i>	<p><b>12. <u>PAYMENT.</u></b> <i>T-Mobile proposes the following change/additions underlined below.</i></p> <p><i>Please see redlined MSA under TAB III Other information.</i></p> <p><u><i>Deleted: Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.</i></u></p> <p><u><i>Added: 12.1 Except as prohibited by law, charges, less disputed amounts, for Master Account Users must be paid within sixty (60) days of the date of invoice. Customer agrees that (a) time is of the essence; (b) it would be impractical to fix the exact amount of T-Mobile's damages if Customer fails to pay promptly; and (c) in the event T-Mobile does not receive payment by the due date shown on Customer's monthly invoice, payment is past due and Customer may be assessed a default interest of the lower of 1.5% per month (or any portion thereof) on any past due amount until paid, or the highest amount permitted by law. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card." If Customer believes the bill contains any incorrect charges, Customer must notify T-Mobile of such disputed charges within sixty (60) days from the date of the first bill that contains the disputed charges or Customer waives the right to dispute those charges. Customer shall contact Customer Care at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com so that T-Mobile can review Customer's Master Account. If Customer accepts a credit to resolve an issue, Customer agrees the issue is resolved. T-Mobile may require Customer to describe the dispute in writing. Any written communications concerning disputed amounts owed must be sent to: T-Mobile Corporate Customer Care, PO Box 29240, Bellingham, WA 98228-1228. If it is determined that Customer owes some, or all, of the amount in dispute, that amount will be added to any current charges and must be paid by the date shown on the monthly invoice. If T-Mobile accepts late or partial payments or payments marked "Paid in Full" or similar notations, it will not waive any of T-Mobile's rights</i></u></p>



RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
		<p><u>hereunder to collect all amounts that Customer owes T-Mobile nor will it constitute an accord and satisfaction. T-Mobile may charge Customer \$35, or the maximum amount allowed under applicable law if any check or electronic funds transfer payment, including debit or Automated Clearing House payment, is dishonored or returned for insufficient funds.</u></p> <p><u>12.2 Customer agrees to pay in full all charges for Service for the Master Accounts, including regular monthly Service and usage charges, and other charges or purchases billed to Master Account Users. Usage charges may include, without limitation, charges for calls, messages, and data that are processed through the Units or through any Number assigned to or authorized by Customer, toll charges, long distance charges, additional or differently-calculated charges assessed by another service provider for calls, messages and data that are sent from or received by the Unit when outside of T-Mobile's local calling area ("roaming" charges), any applicable landline access charges (directory assistance, etc.), and additional services or features which Customer uses. For each call there may be additional charges including without limit: (a) airtime; (b) toll charges; (c) roaming; (d) taxes; (e) features (such as web access, text messages, calling card use and voicemail) and services (such as operator or directory assistance). Customer will be charged for more than one call for certain features consisting of multiple inbound or outbound calls (such as call forwarding, call waiting and conference calling). Customer will be charged for Service and other features on a monthly billing cycle basis. Unused minutes or other allocated Services (e.g., text messages, data transmission) from any rate plans or features do not carry over to the next billing cycle. T-Mobile may change Customer's billing cycle at any time. Billing of roaming charges and minutes of use or Services may be delayed or applied against included minutes or Services in a subsequent billing cycle, which may cause Customer to exceed Customer's allocated minutes or Services in a particular billing cycle. Incoming and outgoing calls are billed in full minute increments from the time the wireless network begins to process the call (before the call rings or is answered) through its termination of the call; any fraction of a minute of usage is rounded up and charged, or deducted from any allocated minutes, as a full minute. Data usage is rounded up to the next full-kilobyte</u></p>



RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
		<p><u>increment at the end of each data session. At the end of Customer's billing cycle, or at the time Customer switches data plans, the total kilobytes are then rounded up to the next megabyte. There are 1,024 kilobytes in one megabyte. Any Taxes and Fees, as defined in Section 9, will be added to Customer's charges as provided herein. Customer agrees not to rely on indicators on the Units, such as the roaming and call time indicators, which may be inaccurate. If Customer requests that T-Mobile block a Master Account line of Service from placing international calls ("International Dialing Block"), Customer acknowledges that certain countries and locations outside of the continental United States, including, Alaska, Canada, Hawaii, Jamaica, Mexico, Micronesia, Puerto Rico, and the U.S. Virgin Islands, may not be blocked.</u></p> <p><u>12.3 If T-Mobile has agreed that Customer may pay for Master Account charges with a credit card, T-Mobile will charge the credit card, at the time of billing, for all amounts or other obligations Customer has incurred. Customer also authorizes T-Mobile to charge Customer's credit card at or after termination of Service to pay all outstanding Master Account balances (including, but not limited to, payment of any applicable early termination fee). If Customer has not authorized charges to be made to a credit card, or if Customer revokes such authorization, or if for any reason Customer's credit card issuer does not pay T-Mobile, T-Mobile must receive payment from Customer on or before the due date, or we may suspend or terminate the Service in accordance with the terms of Section 7.</u></p> <p><u>12.4 If Customer's Unit is lost or stolen ("Lost Unit"): (1) Customer must notify T-Mobile promptly and ask T-Mobile to deactivate the Lost Unit; and (2) provide T-Mobile within fourteen (14) days, any reasonable documentation T-Mobile requests (such as a copy of a filed police report if the Unit is stolen). If Customer completes the above requirements, Customer will not be liable for any unauthorized airtime charges fraudulently incurred on the Lost Unit, although Customer agrees to assist T-Mobile with any prosecution. Customer must fulfill the remainder of the Initial or Fixed Term by purchasing and activating a replacement Unit, or Customer will be subject to any applicable early termination fee per Number as more fully described in</u></p>

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
		<u>Section 21 of this Agreement.</u>
Attachment D Section 13	5 of 15 in the MSA	<p><b>13. TAXES:</b> <i>T-Mobile proposes the following change/additions underlined below.</i></p> <p><i>Please see redlined MSA under TAB III Other information.</i></p> <p><b>13.1</b> <i>Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.</i></p> <p><b>13.2</b> <i>T-Mobile shall invoice Customer's Master Account for taxes, fees and other charges (e.g. sales, use, excise, business activity, gross receipts, margin, value added, public utility and other taxes and surcharges) levied by or to be remitted directly to federal, state or local authorities, or foreign governments or foreign service providers imposed on Customer or T-Mobile as a result of providing the Service, Customer's Unit or Other Services ("Taxes and Fees"). T-Mobile will determine, in its reasonable discretion, the Taxes and Fees Customer is responsible to pay and the amount of those Taxes and Fees, which may change or increase at any time without notice. If Customer claims a tax exemption, Customer must provide T-Mobile with valid evidence of tax exemption ("Evidence"). Tax exemption only applies to Taxes and Fees incurred after the date T-Mobile receives the Evidence (Customer shall not receive credit for Taxes and Fees Customer has already paid). Should Customer's Evidence later be found to be invalid ("Invalidated Evidence") by a governmental entity where such Evidence was used to avoid the payment of any Taxes and Fees by Customer, Customer shall be responsible for and, at T-Mobile's option, shall promptly remit to T-Mobile or applicable governmental entity, any tax, interest and penalty levied or imposed upon T-Mobile</i></p>

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
		<p><u>due to such Invalidated Evidence.</u></p> <p><u>13.3 T-Mobile may also invoice Customer for: a) regulatory or administrative fees to recover costs related to federal and state mandates, including without limit fees or costs related to E-911, local number portability and number pooling, b) Federal Universal Service Funds (FUSF) and c) such other federal, state or local regulatory fees that may arise in the future. T-Mobile may impose the regulatory or administrative fees whether or not all or some services are used, or available to Customer, or in Customer's location.</u></p> <p><u>13.4 All payments made by Customer under this Agreement shall be made without any deduction or withholding for, or on account of, any Taxes and Fees imposed by any taxing or governmental authority of any country or state. If Customer is or was required by law to make any deduction or withholding of Taxes and Fees from any payment due to T-Mobile under this Agreement then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by Customer to T-Mobile will be increased so that, after any such deduction or withholding for Taxes and Fees, the net amount received by T-Mobile will not be less than the amount T-Mobile would have received had no such deduction or withholding been required. If any taxing or governmental authority asserts that T-Mobile or Customer should have made a deduction or withholding for, or on account of, any Taxes and Fees with respect to all or a portion of any payment made under this Agreement, Customer agrees to indemnify T-Mobile for such Taxes and Fees and to hold T-Mobile harmless on an after-tax basis from and against any Taxes and Fees, interest or charges levied or asserted against them in connection therewith.</u></p> <p><u>13.5 T-Mobile is required to use the business street address that Customer has provided, which must be within T-Mobile's licensed service area, to determine the application of certain Taxes and Fees. If you give us an address (such as a PO box) that is not a recognized street address, does not identify the taxing jurisdictions applicable to the address or does not reflect the service</u></p>

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
		<u>area associated with your Number, you may be assigned a default location for Taxes &amp; Fees calculation, which may result in a higher or lower charge for certain Taxes &amp; Fees. If Customer questions or wishes to dispute the propriety or amount of any Taxes or Fees on an invoice, Customer must notify T-Mobile of such question or dispute within sixty (60) days from the date the questioned or disputed Taxes and Fees were first billed or Customer waives the right to question or dispute such amounts. Any such questions or disputes should be directed to T-Mobile via telephone at (800) 375-1126 or by email at Businesscare@t-mobilesupport.com.</u>
Attachment D Section 20	4 of 12 in the MSA	<p><b>20. INSPECTION &amp; AUDIT:</b> T-Mobile proposes the following change/additions underlined below.</p> <p>Please see redlined MSA under TAB III Other information.</p> <p><b>b. Inspection &amp; Audit.</b> Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, <u>once per year, to inspection, examination, review, audit, and copying at T-Mobile's corporate location in Bellevue, WA where such records may be found, with sixty (60) days written notice and detailed request of specific records needed</u> by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph. <u>Audits shall be limited to invoices and records provided by T-Mobile for Wireless Services provided to WSCA or the participating States for the prior twelve (12) month period.</u></p> <p>Please see redlined MSA under TAB III Other information.</p>

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
Attachment D Section 26	6 of 13 in the MSA	<p><b>26. <u>INSURANCE SCHEDULE</u>: T-Mobile proposes the following change/additions underlined below.</b></p> <p><i>Please see redlined MSA under TAB III Other information.</i></p> <p><b>Insurance Coverage:</b></p> <p><b>2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.</b></p> <p><b>Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor <u>Added: with respect to the negligent acts of Contractor.</u> Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance <u>Deleted: no less than thirty (30) days</u> before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.</b></p> <p><b>Commercial General Liability Insurance</b></p> <p><b>2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, <u>Deleted: Title actions</u> and <u>Added: contractual liability</u></b></p> <p><b>Umbrella or Excess Liability Insurance</b></p> <p><b>1) May be used to achieve the above minimum liability limits.</b></p> <p><b>2) <u>Deleted: Shall be endorsed to state it is "as Broad as Primary Policy"</u> <u>Added: Follows form to underlying or primary policies.</u></b></p>



RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
		<p><b>General Requirements:</b></p> <p>d. <u>Deductibles and Self-Insured Retentions: Deleted: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor Deleted: from the Added: is obligated Deleted: obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall Added: be commercially reasonable. Deleted: not exceed five thousand dollars (\$5,000.00) per occurrence, unless otherwise approved.</u></p> <p>e. <u>Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice, Deleted: to the Lead State the policy shall not be canceled, Deleted: non-renewed or coverage and /or limits reduced or materially altered, and Added: Insurer shall provide Deleted: that notices required by this paragraph shall be sent by certified mailed to the address identified on page 1 of the contract. Added: advice of cancellation via e-mail to Certificate Holders.</u></p> <p>f. <u>Approved Insurer: Each insurance policy shall be:</u></p> <p>1) <u>Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and</u></p> <p>2) <u>Currently rated by A.M. Best as "A- " or better.</u></p> <p><b>Evidence of Insurance:</b></p> <p><b>Prior to the start of any Work, Contractor must provide the following documents to the Lead State:</b></p> <p>1) <b>Certificate of Insurance:</b> <u>The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.</u></p> <p>2) <b>Schedule of Underlying Insurance Policies:</b> <u>If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.</u></p>

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
		<p><i>Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise.</i></p> <p><u><i>Deleted: The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.</i></u></p>
Attachment K  Oregon  Section 6.3	Page 8 of 18 of Oregon document	<p><i>6.3 Audit. T-Mobile takes the following exception:</i></p> <p><i>Audits are limited to once per year. Examination, review, audit, and copying at T-Mobile's corporate location in Bellevue WA where such records may be found, with sixty (60) days written notice and detailed request of specific records needed.</i></p> <p><i>Audits shall be limited to invoices and records provided by T-Mobile for Wireless Services provided to the WSCA or the participating States for the prior twelve (12) month period.</i></p>
Attachment K  Arizona Uniform Terms and Conditions  Section 3.4	Page 2 of 9 of Arizona document	<p><i>3.4 Facilities Inspection and Materials Testing. T-Mobile takes the following exception:</i></p> <p><u><i>Delete: The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at</i></u></p> <p><u><i>reasonable times for inspection of the facilities or materials covered under this Contract.</i></u></p> <p><u><i>We can agree to the following:</i></u></p> <p><i>Audits are limited to once per year. Examination, review, audit, and copying at T-Mobile's corporate location in Bellevue WA where such records may be found, with sixty (60) days written notice and detailed request of specific records needed.</i></p> <p><i>Audits shall be limited to invoices and records provided by T-Mobile for Wireless Services provided to the WSCA</i></p>



RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
		<i>or the participating States for the prior twelve (12) month period.</i>
<i>Attachment K Arizona Terms and Conditions Section 2.3</i>	<i>Page 1 of 2 of Arizona document</i>	<i><u>2.3 Further Discounts and Volume Tiers.</u> We cannot comply with this term as we are providing our best pricing based upon the total volume of WSCA which outweighs the Arizona total commitment of (3000 lines).  The WSCA master agreement has a provision that we cannot offer better pricing to one participating state or we may be removed from the WSCA program. This provision prevents us from offering more discounts to individual participating agencies. T-Mobile USA has based volume pricing off of 7 million subscribers, and should already have best in class rates. T-Mobile encourages the State of AZ to compare total value of another carriers best in value to our immediately, already proposed rates based upon the combined spend of WSCA.</i>
<i>Attachment K Utah Terms and Conditions Section 4.1 B</i>	<i>Page 1 of 4 of the Utah document</i>	<i>Per Debbie Gunderson of the State of Utah, we request to negotiate this provision with the state of Utah once awarded the WSCA RFP.</i>

## ASSUMPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

### 3. SCOPE OF WORK

#### *3.1 GENERAL REQUIREMENTS – 3.4 CONTRACT MANAGEMENT*

##### 3.1 GENERAL REQUIREMENTS

- 3.1.1 Vendors may choose to submit a proposal on any or all listed services and/or equipment; each band of service and/or equipment proposed upon must be submitted as a standalone proposal, i.e., a vendor that provides wireless voice service, broadband service, and equipment must submit three separate proposals, each clearly identifying compliance with each service band. A vendor proposing upon accessories/equipment/devices would submit only one proposal for that specific band of services. Each proposal will be evaluated individually as submitted for the specific band of services.

***T-Mobile Response: Yes, We have read and understand.***

- 3.1.2 Provide quality wireless voice services, wireless broadband services, equipment and accessories at the lowest cost available in a timely and efficient manner.

***T-Mobile Response: Comply.***

- 3.1.3 Provide secure online access for each participating entity representative to manage accounts and order services/accessories/equipment. Only the participating entity representative shall be allowed to manage accounts and service/equipment/accessory ordering. Vendor is responsible to keep the list of participating entity representatives current.

***T-Mobile Response: Comply.***

***We provide a high level of control of the account by requiring a list of authorized users to be identified. Any changes that will result in a change in billing to the account, such as addition or removal of services, and changes to the account itself can be restricted to these authorized users. A password may also be set up on the account to further ensure security. Our Business Care offering is also flexible in providing support for end users, who can make general inquiries, and receive technical assistance, but are not authorized to make changes to the account.***

- 3.1.4 Vendors must commit to participate in the Federal Communications Commission's E-Rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of this program will be provided without the addition of any service or administration fee by the vendor. A statement of commitment is required.

***T-Mobile Response: Comply.***

***As a contributor to the Universal Service Fund, T-Mobile participates in the Schools and Libraries Program known as E-Rate. Upon award of bid, T-Mobile agrees to assist WSCA Participating agencies in the application process with the Universal Service Administrative Company (USAC) to obtain reimbursement provided, however, that T-Mobile only reimburses E-Rate applicants using the Billed Entity Applicant Reimbursement (BEAR) Form (Form 472). At this time, T-Mobile does not provide advance credits to invoices. Upon receipt of reimbursement from USAC, T-Mobile will send a check to WSCA Participating agencies.***

***Additional E-Rate information:***

- ***The T-Mobile Service Provider Identification Number (SPIN) is 143026181***
- ***Forms and guidelines for participating in the program can be found at: <http://www.universalservice.org/sl/>***
- ***The BEAR Form can be submitted online or via fax at: 425-383-5071***

***Reimbursement Steps:***

- ***T-Mobile is awarded a bid for services from WSCA Participating agencies, an eligible E-Rate applicant.***
- ***WSCA Participating agencies orders services from T-Mobile and pays invoices in full.***
- ***WSCA Participating agencies submits BEAR form to T-Mobile monthly, quarterly, yearly at their option for the given year.***
- ***T-Mobile will certify verifying the invoiced amounts online or by fax.***
- ***WSCA Participating agencies submits the BEAR form to USAC.***
- ***USAC sends an invoice and then a reimbursement payment to T-Mobile.***
- ***T-Mobile reimburses E-Rate Customer by sending a check.***

- 3.1.5 Use of these contracts is permissive.

***T-Mobile Response: Yes, We have read and understand.***

## 3.2 ADMINISTRATION OF CONTRACT(S)

The following requirements apply to all contracts awarded as a result of this solicitation, regardless of whether a proposing vendor is awarded any one or all listed services and/or equipment.

3.2.1 Meet with lead States' Purchasing Department representative on a semi-annual basis (once every six months) to evaluate and review:

- Pricing/rates relative to prevailing full market pricing/promotions/solicitations;
- Actual billed charges relative to prevailing available full market pricing;
- Adjustments to maintain the original discount offered to the then prevailing available full market pricing; and
- Any other significant issue (service, billing or otherwise) that may need to be addressed.

***T-Mobile Response: Comply.***

3.2.2 Complete the evaluation and review within twenty (20) business days. All changes/reductions to current agreement pricing shall be formalized by an Agreement Amendment to existing agreement. Agreement shall be retroactive to the date of the review.

***T-Mobile Response: T-Mobile agrees to the evaluation and review within twenty (20) business days. All mutually agreeable changes/reductions to current agreement pricing shall be formalized by an Agreement Amendment to existing agreement. Agreement shall be effective the date the Agreement Amendment is signed by both parties.***

3.2.3 The Contractor(s) shall report contract utilization and pay an administrative fee of 1/10th of 1% (one-tenth of one percent) of the total wireless spend to WSCA, paid quarterly. The WSCA directors approved the level of the administration fee, and the fee is not negotiable. The administrative fee is to be paid quarterly within 60 days of the end of the quarter (See Attachment G for Reporting Schedule). In addition to the WSCA administrative fee, some WSCA and non-WSCA states may require that a fee be paid directly to the state on purchases made by procuring entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments shall be

incorporated in a Participating Addendum that is made a part of the contracts. The Contractor(s) may adjust SES pricing accordingly for purchases made by procuring agencies within the jurisdiction of the state. Any such price adjustment shall not exceed the dollar value of the additional fee. All such agreements shall have no affect whatsoever on the WSCA fee or on the prices paid by the procuring agencies outside the jurisdiction of the state requesting the additional fee.

***T-Mobile Response: Comply.***

- 3.2.4 Administration fee checks will be made payable to WSCA, 3643 Solutions Center, Chicago, IL 60677-3006, and sent in accordance with quarterly reports, Attachment G. Contractor(s) will provide a report indicating the amounts rebated to each using entity.

***T-Mobile Response: Comply.***

- 3.2.5 Unless otherwise prohibited by provision in a participating addendum, Contractor may, at the sole discretion of the Contractor, offer discounted wireless services and equipment, broadband services and equipment, or accessories to employees of WSCA participating entities as Individual Liable (IL) accounts ("employee program"), within the jurisdiction of the entity completing the participating addendum, with the understanding that the entity completing the participating addendum has no liability whatsoever concerning the equipment or for payment of services. All such employees must be validated in order to participate in the employee program, and that employees not so validated will not receive discounted wireless services and equipment, broadband services and equipment, or accessories under this agreement.

***T-Mobile Response: Comply.***

***We offer the T-Mobile Advantage Program as a benefit for WSCA and WSCA Participating Agencies employees:***

- 1) Employees receive the same discount on monthly recurring charges for eligible rate plans that the WSCA and WSCA Participating Agencies corporate liable lines of Service receive***
- 2) The initial activation fee of \$35 is waived for each new line of service upon account activation***

- 3) *Employees are given access to the discounted handsets with quarterly promotions through a WSCA and WSCA Participating Agencies branded extranet portal and/or a toll free number at no charge to WSCA and WSCA Participating Agencies*
- 4) *When purchasing from the online extranet or toll-free number, WSCA and WSCA Participating Agencies employees will receive an extended 30-day Cancellation and Return Policy, instead of the 14 days offered to regular consumers*

*Employee accounts contribute to the aggregate volume discount revenue calculation to determine the monthly recurring discount for WSCA and WSCA Participating Agencies, which can increase the discounts provided to WSCA and WSCA Participating Agencies. There is no liability, financial or otherwise, to WSCA and WSCA Participating Agencies for its Employee Account users. See the attached WSCA and WSCA Participating Agencies for details.*

- 3.2.6 Each IL participating in the employee program must (a) enter into, and be individually responsible for complying with a selected service agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen plan, and to pay all charges incurred under the service agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by Contractor from time to time. Any wireless spend resulting from employee's purchasing under the employee program of this contract will be subject to reporting requirements and to the required WSCA administrative fee of one tenth (1/10) of one percent, and report these sales as outlined in this RFP.

*T-Mobile Response: We will comply with the above terms, with the exception of the IRU reporting. Due to our IRU reporting standards requesting IRU CPNI (Customer Propriety Network Information) information mentioned in section. 3.3.1 T-Mobile is proposing a separate IRU report to WSCA providing the required reporting data without jeopardizing CPNI.*

- 3.2.7 Maintain detailed records pertaining to the cost of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order.

*T-Mobile Response: Comply.*

- 3.2.8 Make records subject to billing audits either before or after payment. Assist participating entities with detail account information required by the participating entity or auditor anytime during the contract period.

***T-Mobile Response: Comply.***



### 3.3 REPORTING

The following requirements apply to all contracts awarded as a result of this solicitation, regardless of whether a proposing vendor is awarded any one or all listed services and/or equipment.

- 3.3.1 Reporting shall be provided in the format required by WSCA (Attachment G), with hard copies available upon request.

***T-Mobile Response: T-Mobile would like to request a few changes to the reporting formats in Attachment G, Lines of Service Report and Accessories Equipment and Device Report.***

***Lines of Service Report: T-Mobile will be able to comply with the Lines of Service report for corporate liable accounts. T-Mobile will submit a separate (Individual liable) IRU usage report due to FCC mandated CPNI policy (Customer Proprietary Network information). Per CPNI T-Mobile is unable to provide any Individual liable account information other than IRU minutes, IRU lines per account, total IRU gross spend, the admin fee and any additional lines added in the quarter. Please see sample reports in Part IB Technical confidential.***

***Accessory Equipment and Device Report: T-Mobile will be able to provide the following information for corporate liable accounts. Please see sample reports in Part IB Technical confidential.***

***T-Mobile will continue to work on adding additional data to the Accessory, Equipment and Device report over the next year as we continue to augment our internal systems to further meet your reporting requirements. We will update WSCA on our reporting improvement progress at each of our six month T-Mobile/WSCA meetings. T-Mobile would like to submit an (Individual liable) IRU equipment report due to our FCC mandated CPNI policy (Customer Proprietary Network information). Per CPNI T-Mobile is unable to provide any Individual liable account information other than equipment charges and equipment adjustments, the admin fee and any additional lines added in the quarter. Please see sample reports in Part IB Technical confidential.***

- 3.3.2 The following usage reports shall be submitted for the respective quarter:  
3.3.2.1 Usage and purchases under the contract.

***T-Mobile Response: We agree to use the Line of Service report and Accessories, Equipment and Device reports listed in Attachment G, with our proposed changes (see section 3.3.1). Due to our Individual Liable ILU reporting standards requesting ILU CPNI (Customer Propriety Network Information) information mentioned in section. 3.3.1 T-Mobile is proposing a separate ILU report to WSCA providing the required reporting data without jeopardizing CPNI. Please see sample reports in Part IB Technical confidential.***

3.3.2.2 Quarterly optimization report for each wireless/broadband service subscriber and orders placed for accessories. The goal of the optimization reports is to ensure that each subscriber is utilizing the most appropriate plan. This includes identifying subscribers that may be consistently incurring overage charges, and therefore should move to a more cost effective plan or subscribers consistently under-utilizing a plan, and therefore should move to a lower cost plan.

***T-Mobile Response: Comply. We will provide quarterly usage reports for each subscriber when requested by WSCA or an individual state or account.***

3.3.2.3 Voice, data, and combined voice/data related reports upon request.

***T-Mobile Response: Comply.***

3.3.3 Provide equipment sales report. A quarterly summary of equipment sold. Reports are to be submitted to the lead State in the format required by WSCA (Attachment G), with hard copies available upon request.

***T-Mobile Response: Accessory Equipment and Device Report: T-Mobile will be able to provide the following information for corporate liable accounts. Please see sample reports in Part IB Technical confidential***

***T-Mobile will continue to work on adding additional data to the Accessory, Equipment and Device report over the next year as we continue to augment our internal systems to further meet your reporting requirements. We will update WSCA on our reporting improvement progress at each of our six month T-Mobile/WSCA meetings. T-Mobile would like to submit an (Individual liable) IRU equipment report due to our FCC mandated CPNI policy (Customer Proprietary Network information). Per CPNI T-Mobile is unable to provide any Individual liable account information other than equipment charges and equipment adjustments, the admin fee and any additional lines added in the quarter. Please see sample reports in Part IB Technical confidential.***

- 3.3.4 Individual participating entities may request specific equipment sales summaries, which shall be provided at no cost. Reports shall include report elements as seen in Attachment G.

***T-Mobile Response: Comply.***

- 3.3.5 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.

***T-Mobile Response: Comply. This information is available per the quarterly usage analysis.***

- 3.3.6 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.

***T-Mobile Response: A sample of RPA Report is on the following page:***

Usage/Charges per line	Spend detail per line	Also available
Total Minutes	Subscriber Count	current features per line
Special Call Type Minutes	Recurring Spend	current price plan per line/BAN
Weekend Minutes	Voice Rate Plan Chrg Amt	
Night Minutes	Data Rate Plan Chrg Amt	
T-Mobile to T-Mobile Minutes	SMS Rate Plan Chrg Amt	
Total UMA Minutes	Features	
Anytime UMA (no free nights)	Non Recurring Spend	
Anytime UMA (w/ free nights)	One Time Charges	
Revised Total	Roaming Charges	
Anytime Minutes (no free nights)	Voice Toll Chrg Amt	
Anytime Minutes (w/ free nights)	Overage Charges	
International Voice Roaming Minutes	AVD Discount Amt	
International Voice Roaming Charges	Other Adjustment Amt	
International Dialing Minutes		
International Dialing Charges		
Domestic Text Messages		
Domestic Picture Messages		
Domestic Messaging Charges		
International Roaming Messages		
International Roaming Messaging Charges		
Total Data Usage		
Domestic Data Usage		
International Roaming Data Usage		
International Roaming Internet Charges		
International Roaming E-Mail Charges		
Price Plan Charges		
Feature Charges		
Adjustments		
One Time Charges		
One Time Charges		
Other Charges		
Airtime Charges		
Directory Assistance Charges		
Premium Service Charges		
Total RPA Charges		

- 3.3.7 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.

***T-Mobile Response: Comply.***

### 3.4 CONTRACT MANAGEMENT

The following requirements apply to all contracts awarded as a result of this solicitation, regardless of whether a proposing vendor is awarded any one or all listed services and/or equipment.

3.4.1 Assign a Contract Manager to manage the WSCA account, who shall be responsible for:

3.4.1.1 The contract's overall performance requirements, ongoing unresolved issues, overall customer service.

***T-Mobile Response: Comply. We have assigned two contract managers to fulfill these requirements. The T-Mobile WSCA Contract Managers will be David Bezzant and Jacqueline Lee.***

3.4.1.2 Providing any additional documentation necessary, as requested by the State for performance audits conducted periodically to evaluate areas of service required by this RFP (i.e. deliver, fill rate, variance reports, customer representatives)

***T-Mobile Response: We can agree to the following language regarding audits:***

***Audit: Customer shall have the right, at its own expense, but not more often than once every twelve (12) months, upon thirty (30) days advance written notice, to request that T-Mobile provide Customer with reasonable information and records necessary to complete an audit of the charges assessed to Customer by T-Mobile under this Agreement. Notwithstanding anything above, in no event shall T-Mobile be required to provide Customer with any User information in violation of applicable law or government regulation, including, but not limited to, any Consumer Proprietary Network Information (CPNI). For the avoidance of any doubt, nothing in this Section will provide Customer with any right to request or audit any books, records, or documents that T-Mobile maintains for Employee Accounts.***

3.4.1.3 Meet with the lead State every six (6) months or as otherwise specified, to maintain the partnership between the State and the Contractor. Meetings may involve, but not be limited to:

- Contractor performance;
- Problem resolution;
- Mandatory and custom reports; and

- Improvement opportunities (i.e. cost savings opportunities, use of enhanced service features, etc).

***T-Mobile Response: Comply.***





## 3.5 VOICE SERVICES AND SUPPORT (BAND 1)

- 3.5.1 Provide quality wireless voice services at the lowest cost available in a timely and efficient manner.

***T-Mobile Response: Comply. We have designed pricing specifically for WSCA that represents the lowest cost available from T-Mobile. It incorporates the best and most popular offers currently used by WSCA participating agencies as well as new aggressive pricing.***

***We are leading the industry for a fiscally responsible, yet technically advanced wireless experience. Through years of experience and case studies of usage trends, we have created an easy to understand set of custom voice services for WSCA ensuring the evaluation process of choosing the proper rate plan to be timely and efficient.***

***Our tiered approach makes it simple for departments, cost centers and end users to experience fair and equitable billing. This approach can be easily controlled monitored and metered in our reporting to WSCA and WSCA participating agencies. Our unique and simple structure for voice services includes options which allow our WSCA customers to never pay overage.***

- 3.5.2 Establish and provide a set of “standard” plans for voice services.

***T-Mobile Response: Our standard tiered voice plans for WSCA participating agencies are detailed on the following pages:***

### **Tier 1 – Low Usage**

*This plan has no monthly recurring charge per minute is charged only when service is used.*

*T-Mobile's per minute plans offer WSCA participating agencies the ability to be fiscally responsible yet have the accessible communication they need. Customers pay only for the minutes they use avoiding excessive financial waste.*

#### ***Use Examples:***

- ***Emergency Response and Public Safety***
- ***Standby Emergency backup phones***
- ***Emergency only field phones***
- ***On-call shift employees***
- ***Undercover Police Officers***
- ***All customers using less than 63 minutes per month***

***Restrictions: Handset pricing restrictions apply. Handsets offered with activation on this plan will be sold at our Equipment Only pricing. See the Equipment proposal for details. Existing lines on other rate plans are not allowed to migrate to this plan. This plan is not eligible for the unlimited Wi-Fi calling feature, the unlimited nights and weekends feature or the unlimited T-Mobile to T-Mobile feature.***

### **Tier 2- Daily usage**

***Our most popular plan for WSCA accounts is a Per Minute Rating (PMR) has a small monthly recurring charge. This plan is often selected because it includes unlimited T-Mobile to T-Mobile, night and weekend minutes. All other usage is billed at a per minute rate, only when anytime minutes are used.***

***T-Mobile's per minute plans offer WSCA participating agencies the ability to be fiscally responsible yet have the accessible communication they need. Customers pay only for the minutes they use avoiding excessive financial waste.***

#### ***Use Examples:***

- ***Seasonal staff***
- ***Field health and safety staff***
- ***Education***

- *Any mobile work fleet who primarily communicates in closed user groups with few calls outside of T-Mobile to T-Mobile, nights and weekends.*
- *All customers who use less than 720 minutes per month*

### **Tier 3- Power user**

*This plan has unlimited airtime; anytime, anywhere within the United States. Any users can migrate to this option for a fixed cost solution. Those users already on our Tier 2 plan consuming than 720 whenever minutes will realize savings under this plan. This is excellent for consistent departmental budgeting, productivity and manageability.*

#### **Use Examples:**

- *Government Officials*
- *Executive Staff*
- *IT support*

### **Other Rate Plans**

*WSCA participating agencies will be able to take advantage of our rate plans generally offered to businesses and governments.*

*National pooling plans combine value with the predictability and convenience of shared plan minutes. These plans start with base plan with included minutes and lines and allow additional users to be added to the base plan for a low monthly rate. All enterprise business plans included pooled national whenever minutes, unlimited mobile to mobile, unlimited night and weekend calling, caller ID, voicemail, 3-way calling and call-waiting and call forwarding.*

*Individual line plans allow for individual flexibility of use. Each plan includes national whenever minutes, unlimited mobile to mobile, unlimited night and weekend calling, caller ID, voicemail, 3-way calling and call-waiting and call forwarding.*

- 3.5.3 Detail standard features such as voicemail, call waiting, call back and in-plan minutes or megabytes included in the proposed services.

***T-Mobile Response: WSCA customers require feature rich plans that allow users to be productive and mobile. The following is a summary of capabilities that are currently included with T-Mobile Business rate plans:***

#### **Call Forwarding Conditional**

*CFC allows you to forward Voice, and Data calls to another number based on certain conditions.*

*You can forward Voice calls to a landline or any alternate domestic number (you cannot forward to international numbers) under one of the following conditions:*

- If busy (no available route for incoming call; may occur if a call arrives while dialing out)*
- If no reply (call is not answered for up to 30 seconds)*
- If not reachable (handset is turned off or out of signal range; data device with wireless mode 'off')*

*Once the call is forwarded, you have 500 CFC minutes per month.*

*NOTE: "If Unavailable" is a combination of the three conditions above. Most handsets automatically forward Voice calls to VoiceMail under the "If Unavailable" condition. VoiceMail forwarding does not use the CFC bucket.*

#### **Call Forwarding Unconditional**

*Allows you to unconditionally forward Voice, Fax, and/or Data calls to another domestic phone number. Unconditionally means that the system will immediately send all calls to the phone number you designate (the handset will not ring).*

#### **Call Hold and Call Waiting**

*These features are used together.*

- If you receive an additional incoming call when a call is already in progress, a tone notifies you of the second incoming call.*
- You can place current call on hold and answer the second incoming call without dropping the first call.*
- You can switch between the calls.*
- You can "mute" a call by placing the caller on hold.*
- Airtime is charged for both completed calls.*

#### **Caller ID**

*Displays the number of the calling party on the handset.*

- T-Mobile handsets match the caller's number with the personal phonebook and, if the name is known, it is displayed.*
- Most handsets can choose a distinctive ringing tone for each number stored in the personal phonebook.*
- Available with local and long distance numbers.*
- Due to landline network limitations, some numbers may not always be available.*

#### **Detailed Billing**

*Detailed billing provides an itemized list of all calls:*

- Local*
- Long Distance*
- Roaming*

*If you wish to exclude the itemized call detail, bill statements will continue to show itemized roaming and long distance calls.*

- *Local calls will be summed into total minutes and charges with no detail.*
- *To remove detailed billing on accounts with BAN level rate plans, you must exclude detailed billing on ALL subscriber lines.*
- *Excluding detailed billing from subscriber level rate plans removes detail only from the subscriber you specify.*

#### **Enhanced VoiceMail**

- *Allows callers the option to leave a voice message for customer*
- *Allows callers the option to send a numeric page to customer's handset*
- *Handset is programmed to forward calls to VoiceMail when line is busy or when customer is not available.*

#### **Message Messenger**

*Helps you control message usage by delivering a summary of current message usage directly to the handset.*

- *Dial #674# (#MSG#), then send via your handset and a message providing current message balances will be delivered to the handset.*
- *The call automatically terminates when the message is received.*

#### **Minute Messenger**

*Helps you to control minute usage by delivering your current minute balances directly to the handset.*

- *Dial #646# (MIN), then send via the handset and a message providing*
- *current minute balances, and bill close date will be delivered to the*
- *handset.*
- *The call will automatically terminate when the message is received.*

#### **My T-Mobile**

- *My T-Mobile allows you to personalize your handset with such products as ring-tones, phonebook entries, and accessories*
- *My T-Mobile provides online payment services, detailed billing information, the ability to change your rate plan and add or change services, and the ability to view information about your handset.*
- *My T-Mobile can be restricted on Corporate/Government accounts.*

#### **T-Mobile Address Book**

*T-Mobile Address Book gives you the ability to back-up the handset's phone book on the T-Mobile Address Book server. This is done by storing a copy of the contacts on a T-Mobile Network Server and periodically synchronizing it to maintain a current copy.*

#### **T-Mobile to T-Mobile Capability**

*Allows minutes used between T-Mobile customers to be rated as Mobile-to-Mobile, which may be unlimited depending on plan.*

#### **Three-way Conference Calling**

***Allows a call with two other parties simultaneously. Airtime is billed for each call on the line.***

- 3.5.4 Activate service on new equipment within 72 hours of request or shipping.

***T-Mobile Response: Comply: We take pride in providing the best possible service for its business customers. We have quality assurance and escalation policies that ensure a high caliber customer experience. This commitment to customer service has earned T-Mobile numerous awards. Please see the following link for details:***

***T-Mobile's commitment to customer satisfaction and quality has earned "highest ranking" status in multiple awards this year from J.D. Power and Associates, the leading conductor of independent customer satisfaction and product quality surveys. T-Mobile was also ranked 96th on FORTUNE's 12th annual "Best Companies to Work For" list***

***T-Mobile is willing to look at all activation requests as a priority to help ensure the proper levels of satisfaction required by WSCA. Standard activation requests are satisfied within 2 – 72 hours. However, as a matter of policy, T-Mobile does not agree to Service Level Guarantees or Agreements with penalties for non-compliance.***

- 3.5.5 Provide the following services at no extra charge. This list is not meant to be all inclusive and vendors may, at their discretion, add other services.

- 3.5.5.1 Per line caller ID blocking;
- 3.5.5.2 Upgrades or downgrades to service plans as needed, with no limits;
- 3.5.5.3 Cancellation of service without early termination fees; and
- 3.5.5.4 Provide LNP with no penalty.

***T-Mobile Response: Comply. Please see 3.5.3 for list of included features.***

- 3.5.6 Provide information regarding coverage across the U.S.; include listing and total % of coverage.

***T-Mobile Response: T-Mobile provides an extensive network covering 292 million people, approximately 96% of the US population. T-Mobile coverage includes all calls made within the US. While T-Mobile believes that no carrier can provide 100% coverage in any area, T-Mobile does offer Wi-Fi Calling, a unique product that can allow our customers to use all the features of their Wi-Fi enabled handset***



*in any area, even those where no cellular coverage exists by leveraging open Wi-Fi networks.*

*T-Mobile owns and operates an all digital nationwide network based on the GSM platform. Wherever we have voice (GSM), we also have data (GPRS, EDGE, HSPA and/or HSPA+). Network Coverage and Milestones:*

**4G / HSPA+:**

*In September 2009, T-Mobile became the first carrier to launch an HSPA+ (4G speeds) network in the U.S.*

*The HSPA+ upgrade is backward compatible, so many of the 3G-enabled devices T-Mobile customers are using today will automatically be faster at no additional cost. Customer experiences could be faster without upgrading or spending more money — a rarity in consumer electronics.*

*4G is about performance and today T-Mobile's HSPA+ network is delivering 4G speeds capable of theoretical speeds up to 21Mbps reaching approximately 200 million people in 100 major metropolitan areas. We continue to broaden our lineup of products that tap into the 4G network.*

*According to results of an independent third-party study, T-Mobile now delivers the fastest wireless data performance in the top 100 U.S. markets on a population-weighted average. T-Mobile's overall network outperformed all other nationwide networks tested. The study results are based on national drive testing conducted between May 2010 and November 2010 by a leading third-party research firm, which downloaded and uploaded files to test data transfer speeds on laptop data sticks for each of the major carriers.*

**3G Coverage:**

*T-Mobile's 3G network is available in 280 U.S. cities covering more than 208 million people. T-Mobile's expanding high-speed network makes it easy for consumers to do more on the go including browsing the Web, sharing pictures, downloading applications or updating social networks.*

**2G Coverage:**

*T-Mobile USA's nationwide 2G network covers 292 million people, approximately 96% of Americans.*

*Additional information regarding our coverage can be found: <http://www.t-mobile.com/coverage>*

*T-Mobile's Wi-Fi Calling service takes advantage of technology called Unlicensed Mobile Access (UMA), or Generic Access Network (GAN). This technology enables access to mobile services over unlicensed wireless spectrum technologies like Wi-Fi. By deploying UMA technology, service providers can enable subscribers to roam and handover between cellular networks and public and private unlicensed wireless networks, such as Wi-Fi, using dual-mode mobile handsets.*

*With T-Mobile's Unlimited Wi-Fi Calling add-on plan, WSCA subscribers users can make calls over any open Wi-Fi network without decrementing their plan minutes. In addition, Wi-Fi enabled devices will automatically register on Wi-Fi at any T-Mobile-operated HotSpot location, allowing users to take full advantage of*

*superior call quality and reduced minutes of use. All current T-Mobile BlackBerry® devices support Wi-Fi Calling. With an appropriate Wi-Fi internet connection, Wi-Fi Calling can be used when traveling internationally to reduce pooled minutes or avoid international roaming costs.*

*UMA subscribers are able to take advantage of an infrastructure that may already exist in their homes, coffee shops, airports, and other public Wi-Fi areas. With special dual-mode UMA handsets, these places are instantly transformed into mini cell sites. For many, being able to use their existing Wi-Fi internet connection in their homes or office to make calls on their mobile phone will lead to great benefit. UMA will provide extended coverage via Wi-Fi in places where cell towers do not reach, such as remote rural areas and basements of homes and office buildings.*

3.5.7 Define your statewide and national Voice Services coverage by each state.

*T-Mobile Response: A voice calling area coverage map is presented as the response to 3.5.8*

*As of March 2011, statewide population coverage percentages are:*

<i>Alabama</i>	<i>94.22%</i>
<i>Alaska</i>	<i>90.85%</i>
<i>Arizona</i>	<i>98.67%</i>
<i>Arkansas</i>	<i>91.53%</i>
<i>California</i>	<i>98.15%</i>
<i>Colorado</i>	<i>97.77%</i>
<i>Connecticut</i>	<i>97.80%</i>
<i>Delaware</i>	<i>96.66%</i>
<i>Florida</i>	<i>98.30%</i>
<i>Georgia</i>	<i>91.56%</i>
<i>Hawaii</i>	<i>97.39%</i>
<i>Idaho</i>	<i>92.20%</i>
<i>Illinois</i>	<i>95.66%</i>
<i>Indiana</i>	<i>94.76%</i>
<i>Iowa</i>	<i>96.18%</i>
<i>Kansas</i>	<i>97.33%</i>
<i>Kentucky</i>	<i>89.81%</i>
<i>Louisiana</i>	<i>93.37%</i>
<i>Maine</i>	<i>87.78%</i>
<i>Maryland</i>	<i>98.56%</i>
<i>Massachusetts</i>	<i>97.63%</i>
<i>Michigan</i>	<i>94.66%</i>

<i>Minnesota</i>	<i>98.29%</i>
<i>Mississippi</i>	<i>88.82%</i>
<i>Missouri</i>	<i>96.05%</i>
<i>Montana</i>	<i>92.61%</i>
<i>Nebraska</i>	<i>94.73%</i>
<i>Nevada</i>	<i>98.46%</i>
<i>New Hampshire</i>	<i>89.35%</i>
<i>New Jersey</i>	<i>99.20%</i>
<i>New Mexico</i>	<i>97.73%</i>
<i>New York</i>	<i>94.94%</i>
<i>North Carolina</i>	<i>92.11%</i>
<i>North Dakota</i>	<i>87.12%</i>
<i>Ohio</i>	<i>91.86%</i>
<i>Oklahoma</i>	<i>96.93%</i>
<i>Oregon</i>	<i>95.24%</i>
<i>Pennsylvania</i>	<i>92.69%</i>
<i>Puerto Rico</i>	<i>98.18%</i>
<i>Rhode Island</i>	<i>99.01%</i>
<i>South Carolina</i>	<i>94.62%</i>
<i>South Dakota</i>	<i>85.12%</i>
<i>Tennessee</i>	<i>87.12%</i>
<i>Texas</i>	<i>99.17%</i>
<i>Utah</i>	<i>98.66%</i>
<i>Vermont</i>	<i>93.66%</i>
<i>Virginia</i>	<i>90.83%</i>
<i>Washington</i>	<i>93.77%</i>
<i>Washington DC</i>	<i>100.00%</i>
<i>West Virginia</i>	<i>79.48%</i>
<i>Wisconsin</i>	<i>98.69%</i>
<i>Wyoming</i>	<i>94.67%</i>

- 3.5.8 Provide detailed in-network (no roaming) voice services coverage (including available coverage maps) for States, with an overlay of counties and major highways. Coverage maps must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).

***T-Mobile Response: See the maps in the separate binder labeled Part IA – Technical: Coverage Maps Addendum.***

- 3.5.9 Provide detailed national in-network (no roaming) voice services coverage national maps, with an overlay of states, counties and major highways. Coverage must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).

***T-Mobile Response: See the maps in the separate binder labeled Part IA – Technical: Coverage Maps Addendum.***

- 3.5.10 Provide updated coverage maps as described above upon request.

***T-Mobile Response: Comply.***

- 3.5.11 Notify each State's designated key contact at least five days in advance of any planned service outages and/or scheduled maintenance. This notification must include impacted coverage areas and an estimate of the outage timeframe.

***T-Mobile Response: T-Mobile will work with the States to make every commercially reasonable effort to provide amendable notification to State's designated contacts for coverage impacting planned outages and/or scheduled maintenance.***

***As for routine maintenance notification, the same notification system is used for maintenance and unscheduled outages.***

***T-Mobile's Network Outage Notification Program offers select customers proactive notification of service impacting outages. The notifications provided includes the ticket number, service(s) affected, market(s) affected, geographic location of the outage and estimated time to resolution. One notification is sent to customers to alert them to the outage. A second notification is provided to customers to alert customers once the issue is resolved.***

***T-Mobile's switch sites are manned at least 12 hours a day, 5 days a week. They are monitored 24 hours a day, 7 days a week 365 days a year by our Network Operation Centers (NOC).***

***Three levels of management support every element in the T-Mobile network:***

- ***Performance management***
- ***Fault management***
- ***Configuration management***

***Configuration management is done on vendor-supplied equipment and is used to configure and optimize the equipment. Performance management is done on Metrica. This system collects vital health statistics and post-processes it for our engineering staff to analyze. Fault management is done on NetExpert. Every***

*element in the network is fully alarmed and reports those alarms into a central location for analysis and action.*

*All service affecting elements in the networks are either fault tolerant or fully redundant. System backups are done on a daily basis to ensure that in the unlikely event of a major outage, there will not be a significant loss of data. Critical nodes, such as Signaling Transfer Points (STPs) and Service Control Points (SCPs), are deployed redundantly and are geographically diverse.*

*We also have additional tools in place to monitor performance in order to proactively act on potential troubles before they ever become service impacting.*

- 3.5.12 Describe an ongoing process to improve coverage for areas that are having inadequate or less than 50% coverage. Provide timeline of anticipated improvements.

*T-Mobile Response: T-Mobile has an initiative in place increase to increase native coverage to roughly 300 million people in the United States within the next 3 years. T-Mobile will focus the efforts of this project in rural areas which have roaming coverage or no coverage. This project is in progress starting with the states of Texas and Florida. Improved coverage in these states and other regions are expected to deploy throughout 2011. The resulting coverage is projected to provide native footprint of over 95% coverage for the states affected by the project.*

*Further information can be found in our Technical Confidential response.*

- 3.5.13 Identify all basic equipment provided as necessary for vendor's standard operation within Contractor's wireless voice network for all subscribers (new activation or regular contract term subscribers). This shall include, but may not be exclusive to, voice handset, AC power charger/adapters and compatible hands-free accessory(s).

*T-Mobile Response: Our current device kit includes a voice handset, AC power charger/adapters, device manual, a SIM card and compatible hands-free accessories. Some kits also include a memory card, and/or a case. We offer a robust inventory of wireless devices which have voice service capability.*

*Our certification requirements are designed to ensure devices with the best voice quality, hardware reliability and user friendly interface are brought to market. In addition, to our extensive in-house terminal testing, evaluation and certification program, T-Mobile utilizes PTCRB (PCS Type Certification Review Board) – a third party testing system administered by the Cellular Telephone Industry Association.*

*For more information on PTCRB testing, visit: <http://www.ptcrb.com>*

*In addition, Third party equipment or Handsets that are not provided directly by T-Mobile ("Third Party Equipment") may be capable of functioning on the T-Mobile network through use of a T-Mobile SIM card. However, Third Party Equipment may not function properly with T-Mobile's Service and features, and will not receive Customer Care support. T-Mobile further does not provide any warranty of any kind on Third Party Equipment. It is important to procure devices of proven quality. We also have high standards for our products, and we are considered one of the most demanding carriers in the industry regarding device certification.*

*A listing of some of the devices which have these standard features can be found on the following pages:*

## **Samsung t259**

### **FEATURES:**

**Messaging**  
**2 Megapixel Camera**  
**Media Player**  
**Video Capture/Playback**  
**Wallpapers**  
**3G Capable**  
**E-mail**  
**International Capability**  
**Speaker Phone**  
**Stereo Bluetooth Connectivity**  
**Visual Voicemail**  
**Address Book**  
**External Caller ID**  
**GPS with Navigation Capability**  
**Memory Card Slot (microSD)**  
**Mobile Backup**  
**Picture Caller ID**  
**Vibrating Alert**  
**Bluetooth Connectivity**  
**Calculator**  
**Alarm Clock**  
**Calendar**



### **SPECS:**

**Size:** 3.87 x 1.93 x 0.66 inches  
**Weight:** 3.15 ounces  
**Included battery:** Lithium Ion 800 mAh  
**Talk time:** up to 5.1 hours  
**Standby time:** up to 335 hours  
**Band (frequency):** 850 MHz; 900 MHz; 1800 MHz; 1900 MHz; UMTS: Band IV (1700/2100)



## **Samsung Gravity 3**

### **FEATURES:**

**Messaging**

**Video Messaging**

**2 Megapixel Camera**

**Video Capture/Playback**

**Camera Zoom**

**Multi-shot Camera Mode**

**3G Capable**

**Visual Voicemail**

**Stereo Bluetooth Connectivity**

**Speaker Phone**

**QWERTY Keyboard**

**Personal and Work E-mail**

**Address Book**

**Vibrating Alert**

**Photo Caller ID**

**Mobile Backup**

**Memory Card Slot (microSD)**

**GPS with Navigation Capability**

**Currency Converter**

**Alarm Clock**

**Calendar**

**Calculator**



### **SPECS:**

**Size:** 4.5 x 2.1 x 0.6 inches

**Weight:** 4.3 ounces

**Included battery:** Li-ion (1000mAh)

**Talk time:** up to 5.5 hours

**Standby time:** up to 12.5 days

**Band (frequency):** 850 MHz; 900 MHz;  
1800 MHz; 1900 MHz; UMTS: Band IV  
(1700/2100)

## **Samsung :) t359**

### **FEATURES:**

**Video Messaging**  
**1.3 Megapixel Camera**  
**Multi-shot Camera Mode**  
**Camera Zoom**  
**Music Player**  
**Video Capture/Playback**  
**3G Capable**  
**Personal and Work E-mail**  
**QWERTY Keyboard**  
**Speaker Phone**  
**GPS Built-in**  
**Mobile Backup**  
**Address Book**  
**Vibrating Alert**  
**Calculator**  
**Currency Converter**  
**Alarm Clock**  
**Calendar**



### **SPECS:**

**Size:** 3.9 x 2.3 x 0.6 inches  
**Weight:** 4.0 ounces  
**Included battery:** Li-ion (1000mAH)  
**Talk time:** up to 6 hours  
**Standby time:** up to 19 days  
**Band (frequency):** 850 MHz; 900 MHz;  
1800 MHz; 1900 MHz; UMTS: Band IV  
(1700/2100)

## ***Samsung Gravity T***

### ***FEATURES:***

***Messaging***

***Video Messaging***

***2 Megapixel Camera***

***Camera Zoom***

***Multi-shot Camera Mode***

***Video Capture Playback***

***Music Player***

***3G Capable***

***Touch Screen with On-Screen Keyboard***

***QWERTY Keyboard***

***Personal and Work E-mail***

***Visual Voicemail***

***Stereo Bluetooth Connectivity***

***Speaker Phone***

***Caller Name Display***

***Memory Card Slot (microSD)***

***GPS Built-in***

***Photo Caller ID***

***Mobile Backup***

***Vibrating Alert***

***Address Book***

***Alarm Clock***

***Calendar***

***Calculator***

***Currency Converter***



### ***SPECS:***

***Size: 4.3 x 2.2 x 0.6 inches***

***Weight: 4.2 ounces***

***Included battery: 1000mAh Li-ion***

***Talk time: up to 6 hours***

***Standby time: up to 16 days***

***Band (frequency): 850 MHz; 900 MHz;  
1800 MHz; 1900 MHz; UMTS: Band IV  
(1700/2100)***

## **Nokia 2330**

### **FEATURES:**

**Text Messaging**  
**Video Messaging**  
**Instant Messaging Capable**  
**Camera with Video Capture**  
**FM Radio**  
**Music Player**  
**Video Capture Playback**  
**E-mail**  
**Picture Messaging**  
**Speaker Phone**  
**Caller Name Display**  
**Bluetooth Connectivity**  
**Speed Dial**



### **SPECS:**

**Size:** 4.2 x 0.5 x 1.8 inches  
**Weight:** 2.8 ounces  
**Included battery:** 1020 mAH Lion  
**Talk time:** up to 4 hours  
**Standby time:** up to 8 days  
**Band (frequency):** 850 MHz; 900 MHz

## **LG-GS 170**

### **FEATURES:**

**Messaging**

**Camera**

**Speaker Phone**

**Stereo Bluetooth Connectivity**

**Vibrating Alert**

**External Caller ID**

**Address Book**

**Alarm Clock**

**Calendar**



### **SPECS:**

**Size: 3.6 x 1.9 x 0.7 inches**

**Weight: 2.8 ounces**

**Included battery: 90mA**

**Talk time: up to 7.5 hours**

**Standby time: up to 23 days**

**Band (frequency): 850 MHz; 900 MHz;  
1800**

## **LG dLite**

### **FEATURES:**

**Messaging**  
**2 Megapixel Camera**  
**Music Player**  
**Video Capture/Playback**  
**Light Effects**  
**Stereo Bluetooth Connectivity**  
**Visual Voicemail**  
**3G Capable**  
**E-mail**  
**Speaker Phone**  
**Caller Name Display**  
**Memory Card Slot (microSD)**  
**External Caller ID**  
**GPS Built-in**  
**Address Book**  
**Alarm Clock**  
**Calendar**



### **SPECS:**

**Size:** 4.3 x 2.0 x 0.6 inches  
**Weight:** 3.5 ounces  
**Included battery:** 900mA  
**Talk time:** up to 5.5 hours  
**Standby time:** up to 15 days  
**Band (frequency):** 850 MHz; 900 MHz;  
1800 MHz; 1900 MHz; UMTS: UMTS:  
**Band IV (1700/2100)**

## **LG Sentio**

### **FEATURES:**

**Messaging**  
**3 Megapixel Camera**  
**Media Player**  
**Video Capture/Playback**  
**Auto Rotating Screen**  
**3G Capable**  
**Touch Screen with On-Screen Keyboard**  
**Stereo Bluetooth Connectivity**  
**E-mail**  
**Visual Voicemail**  
**Memory Card Slot (microSD)**  
**Address Book**  
**GPS Built-in**  
**Mobile Backup**  
**Alarm Clock**  
**Calculator**  
**Calendar**



### **SPECS:**

**Size:** 4.2 x 2.1 x 0.5 inches  
**Weight:** 3.3 ounces  
**Included battery:** 900mA  
**Talk time:** up to 6 hours  
**Standby time:** up to 16 days  
**Band (frequency):** 850 MHz; 900 MHz;  
1800 MHz;1900 MHz;UMTS: Band I  
(2100);UMTS: Band IV (1700/2100)



- 3.5.14 Allow for a designated trial period for testing/evaluating equipment without additional charges or fees. Designate the timeframe for the ‘trial period’ and procedures for implementing this policy.

***T-Mobile Response: Comply. We will provide a limited number of demo devices for a limited period of time for evaluation purposes. Available quantity and duration of demo devices are subject to availability. However, we would make reasonable efforts to provide adequate demo devices for customer to make effective evaluation.***

- 3.5.15 Indicate if Contractor is anticipating migration to new or different technology. If so, identify the changes that subscribers shall anticipate proposed timeline and plans to ensure a smooth transition to the new technology.

***T-Mobile Response: Since our platform resides on the GSM-based global technology, subscribers will enjoy the benefits of backward compatibility through to 2G GSM-based technologies like GPRS, which still is utilized around the world and in some parts of the country.***

***T-Mobile's 4G network is based on HSPA+ technology which is purpose-built for continued growth. We now support theoretical download speeds of up to 21Mbps on our 4G network, which covers approximately 200 Million people in 100 US Markets. We have announced our plans to offer 42Mbps theoretical speeds later this year, with build-out plans for 140 million Americans in 25 metro areas to have access to these increased 4G speeds by mid-2011.***

***We currently offer HSPA+ devices in our product line-up with plans to launch at least 25 new 4G devices in 2011, including the first 42Mbps capable devices.***

***With an upgrade path that continues to provide room for considerable speed enhancements, it is possible for an HSPA+ network like T-Mobile's to reach speeds as high as 672 Mbps. We are confident HSPA+ will continue to offer a viable and cost-effective alternative to LTE and WiMAX, providing a comparable 4G experience to customers for the foreseeable future. And, with a strong and growing ecosystem of network equipment and handsets, we anticipate that HSPA+ can develop into one of the most advanced technology platforms in the industry.***

***In addition, our parent company, DT has been performing extensive LTE network tests in Europe.***

3.5.16 Describe repair/replacement procedures/processes in detail for the following situations (including description of forms and information required):

3.5.16.1 Repair of equipment with new standard parts or parts of equal performance to new parts;

***T-Mobile Response: Comply.***

***The subscriber will have a 30 day unconditional, no risk guarantee on all devices. Our sales representative will ensure device satisfaction during this time with a new replacement device. Devices must be returned in a “like new” condition with all its included parts and packaging.***

***In addition to the 30 day unconditional guarantee, T-Mobile offers handset insurance by Asurion Insurance Services, Inc. to protect devices from loss, theft, accidental damage, or malfunction. These services are available as a monthly fee billed to T-Mobile account. The Aggregate Volume Discount (AVD) does not apply to these services as they are not provided by T-Mobile. There are a few options available:***

***Premium Handset Protection Bundle (Additional Cost):***

***Recent estimates indicate that nearly 20 million wireless phones and devices will be lost, stolen, or damaged this year. Replacing your equipment will likely cost more than your original investment. Calling the manufacturer for warranty service can be difficult and time consuming. With Premium Handset Protection, devices are replaced quickly, usually with one call.***

***Premium Handset Protection Bundle includes the following features which are also available separately:***

***Insurance (Additional Cost):***

- Covered: lost, stolen\*, and accidentally damaged equipment***
- Deductible: A deductible will be due to Asurion at the time of a claim and may be paid by electronic check, credit card, or COD (additional \$10 if by COD)***
- Deductibles may be paid by cash in participating PHP stores.***

***If your device is stolen, you will be required by Asurion to provide a police report. In order to initiate the claim process, see [www.phoneclaim.com/tmobile](http://www.phoneclaim.com/tmobile).***

***Extended Warranty (separately for \$1.99 per month)\*:***

***Covered: malfunctioning equipment within and beyond manufacturer's warranty***  
***Deductible: NO deductible is due for warranty claims.***

***\*Premium Handset Protection is an equipment repair and replacement program offered to T-Mobile customers. Asurion Insurance Services, Inc.\* is the agent and provides claims servicing under this program. Liberty Mutual Insurance Company is the underwriter of this product. Rates and deductibles are subject to change upon reasonable notice to insured, in accordance with state law. This is a replacement policy; there is no cash paid or reimbursement to insured's.***

3.5.16.2 Repair/replacement parts for all equipment covered under warranty;

***T-Mobile Response: We offer a limited warranty on devices sold by T-Mobile to active customers with our service. Handsets and similar devices will be covered by the manufacturer for a period of one year from the contracted service date. Batteries, Chargers and Accessories are covered by a separate policy. A copy of the manufacturers' terms and conditions of the warranty will be provided with each device.***

***The warranty does not cover equipment that was purchased from a source other than T-Mobile, such as equipment purchased through another carrier or third party. T-Mobile does not provide repair services.***

3.5.16.3 Detail all situations where States may/will incur cost of repairs/replacement for equipment, i.e., shipping, gross neglect of equipment by subscriber, etc.;

***T-Mobile Response:***

**Handset Exchange Program**

**1. Duration**

***The Warranty is valid for one year from receipt of equipment or service activation whichever is earlier. Exceptions:***

- ***Warranty Replacements: Replacement devices received through the Handset Exchange program are only covered for the original handset's warranty period, or 90 days, whichever is longer.***
- ***Upgrade or Lost and Stolen Replacements: Any new device purchased by the customer through T-Mobile will be covered for one year from the purchase or order date.***

**2. Process**

***Customers who are covered by the limited warranty can use the Handset Exchange Program to replace the defective equipment.***

***The User will contact T-Mobile Business Care at 800-375-1126 and explain the need for troubleshooting or potential return.***

***Devices returned through the Handset Exchange Program that do not qualify will currently be charged a \$100 Out of Warranty Fee. All customers must agree to this fee prior to placing a Handset Exchange order, in case the returned defective handset is found to be damaged or does not meet the one year warranty requirement.***

*The replacement unit is sent in a prepaid self-addressed package. Standard shipping through UPS ground takes up to 7 business days from the date the order was placed.*

*The device will be packaged with a pre-paid return label. The User will place the defective device in the shipping box and drop off at any UPS location.*

### **3. Condition**

*Equipment must be in good physical condition with no modifications or damage by the customer. Damage includes but is not limited to:*

- *Physical damage such as broken or cracked plastics; broken or cracked LCD; broken or missing parts; damaged or missing keys or antenna. Physical damage also includes damaged or broken internal parts, which could result from the handset being dropped.*
- *Water damage including any exposure to moisture that would cause visible damage to the internal electronic parts. Exposure to steam, mist or even sweat can corrode the electronic parts. A water damaged device is not covered even if the current failure does not seem to be related to past water damage.*

#### **Batteries and Chargers:**

*T-Mobile offers Limited Warranty support for batteries and chargers for 90 days from purchase.*

#### **Accessories:**

*T-Mobile does not support accessory warranties, even for accessories packaged with the handset, including:*

- *Memory cards*
- *Bluetooth and/or Hands Free Headsets*
- *Hands Free Headsets*
- *Car chargers*
- *Travel adaptors*

*For warranty support the customer will need to contact the Manufacturer.*

#### **3.5.16.4 Repairs for out of warranty equipment (i.e., discounted pricing for repairs);**

*T-Mobile Response: Devices returned through the Handset Exchange Program that do not qualify will currently be charged a \$100 Out of Warranty Fee. All customers must agree to this fee prior to placing a Handset Exchange order, in case the returned defective handset is found to be damaged or does not meet the one year warranty requirement.*

*The replacement unit is sent in a prepaid self-addressed package. Standard shipping through UPS ground takes up to 7 business days from the date the order was placed.*

*The device will be packaged with a pre-paid return label. The User will place the defective device in the shipping box and drop off at any UPS location.*

3.5.16.5 Repairs/replacements/loaner equipment in which replacement equipment will be new or factory refurbished; and

*T-Mobile Response: We do not provide repair service or loaners for equipment at our retail locations; However T-Mobile does support all manufacture warranty periods.*

<i>Equipment Type</i>	<i>Warranty Period</i>
<i>New T-Mobile phone</i>	<i>12-month warranty</i>
<i>T-Mobile Warranty Replacement</i>	<i>Remainder of the original phone's 12-month warranty or 90 days, whichever is longer</i>
<i>T-Mobile Refurbished Device Program</i>	<i>90-day warranty</i>
<i>PHP Insurance Claim Replacement (Warranty failure only)</i>	<i>Remainder of the original phone's 12-month warranty or 6 months, whichever is longer</i>

*T-Mobile also offers a handset insurance program which can bill handset insurance services offered by Asurion Insurance Services, Inc. to protect devices from loss, theft, accidental damage, or malfunction. These services are available as a monthly fee billed to T-Mobile account. The Aggregate Volume Discount (AVD) does not apply to these services as they are not provided by T-Mobile. There are a few options available:*

*Premium Handset Protection Bundle (Additional charge):*

*Recent estimates indicate that nearly 20 million wireless phones and devices will be lost, stolen, or damaged this year. Replacing your equipment will likely cost more than your original investment. Calling the manufacturer for warranty service can be difficult and time consuming. With Premium Handset Protection, devices are replaced quickly, usually with one call.*

*Premium Handset Protection Bundle includes the following features which are also available separately:*

*Insurance (Additional charge):*

- **Covered:** *lost, stolen\*, and accidentally damaged equipment*
- **Deductible:** *A deductible will be due to Asurion at the time of a claim and may be paid by electronic check, credit card, or COD (additional \$10 if by COD)*
- **Deductibles may be paid by cash in participating PHP stores.**

*If your device is stolen, you will be required by Asurion to provide a police report. In order to initiate the claim process, see [www.phoneclaim.com/tmobile](http://www.phoneclaim.com/tmobile).*

**Warranty (Additional charge):**

**Covered:** *malfunctioning equipment within and beyond manufacturer's warranty*

**Deductible:** *NO deductible is due for warranty claims.*

*\*Premium Handset Protection is an equipment repair and replacement program offered to T-Mobile customers. Asurion Insurance Services, Inc.\* is the agent and provides claims servicing under this program. Liberty Mutual Insurance Company is the underwriter of this product. Rates and deductibles are subject to change upon reasonable notice to insured, in accordance with state law. This is a replacement policy; there is no cash paid or reimbursement to insured's.*

### 3.5.16.6 Walk-in repairs at retail stores.

***T-Mobile Response: We do not provide Repair Service for Equipment at our retail locations; However T-Mobile does support all manufacture warranty periods. All repair/warranty process is handled by Business Care over the phone.***

<b><i>Equipment Type</i></b>	<b><i>Warranty Period</i></b>
<b><i>New T-Mobile phone</i></b>	<b><i>12-month warranty</i></b>
<b><i>T-Mobile Warranty Replacement</i></b>	<b><i>Remainder of the original phone's 12-month warranty or 90 days, whichever is longer</i></b>
<b><i>T-Mobile Refurbished Device Program</i></b>	<b><i>90-day warranty</i></b>
<b><i>PHP Insurance Claim Replacement (Warranty failure only)</i></b>	<b><i>Remainder of the original phone's 12-month warranty or 6 months, whichever is longer</i></b>



*T-Mobile also offers a handset insurance program which can bill handset insurance services offered by Asurion Insurance Services, Inc. to protect devices from loss, theft, accidental damage, or malfunction. These services are available as a monthly fee billed to T-Mobile account. The Aggregate Volume Discount (AVD) does not apply to these services as they are not provided by T-Mobile. There are a few options available:*

***Premium Handset Protection Bundle (Additional charge):***

*Recent estimates indicate that nearly 20 million wireless phones and devices will be lost, stolen, or damaged this year. Replacing your equipment will likely cost more than your original investment. Calling the manufacturer for warranty service can be difficult and time consuming. With Premium Handset Protection, devices are replaced quickly, usually with one call.*

*Premium Handset Protection Bundle includes the following features which are also available separately:*

***Insurance (Additional charge):***

- *Covered: lost, stolen\*, and accidentally damaged equipment*
- *Deductible: A deductible will be due to Asurion at the time of a claim and may be paid by electronic check, credit card, or COD (additional \$10 if by COD)*
- *Deductibles may be paid by cash in participating PHP stores.*

*If your device is stolen, you will be required by Asurion to provide a police report. In order to initiate the claim process, see [www.phoneclaim.com/tmobile](http://www.phoneclaim.com/tmobile).*

***Warranty (Additional charge):***

*Covered: malfunctioning equipment within and beyond manufacturer's warranty*

*Deductible: NO deductible is due for warranty claims.*

*\*Premium Handset Protection is an equipment repair and replacement program offered to T-Mobile customers. Asurion Insurance Services, Inc.\* is the agent and provides claims servicing under this program. Liberty Mutual Insurance Company is the underwriter of this product. Rates and deductibles are subject to change upon reasonable notice to insured, in accordance with state law. This is a replacement policy; there is no cash paid or reimbursement to insured's.*

- 3.5.17 Enclose all warranty information with all equipment at the time of delivery/shipment, and provide additional warranty information as requested by the subscriber.

***T-Mobile Response: Comply. We offer a limited warranty on devices sold by T-Mobile to active customers with our service. Handsets and similar devices will be covered by the manufacturer for a period of one year from the contracted service date.***



- 3.5.18 Submit full listing of walk-in service/repair center locations in each respective state, with qualified personnel to repair the equipment on site that will manage all service and repairs under agreement.

***T-Mobile Response: We do not comply. T-Mobile does not supply an in-store repair program; However T-Mobile can bill services through offered by Asurion Insurance Services, Inc. to protect devices from loss, theft, accidental damage, or malfunction. These services are available as a monthly fee billed to T-Mobile account. The Aggregate Volume Discount (AVD) does not apply to these services as they are not provided by T-Mobile. There are a few options available:***

***Premium Handset Protection Bundle (Additional charge):***

***Recent estimates indicate that nearly 20 million wireless phones and devices will be lost, stolen, or damaged this year. Replacing your equipment will likely cost more than your original investment. Calling the manufacturer for warranty service can be difficult and time consuming. With Premium Handset Protection, devices are replaced quickly, usually with one call.***

***Premium Handset Protection Bundle includes the following features which are also available separately:***

***Insurance (Additional charge):***

- Covered: lost, stolen\*, and accidentally damaged equipment***
- Deductible: A deductible will be due to Asurion at the time of a claim and may be paid by electronic check, credit card, or COD (additional \$10 if by COD)***
- Deductibles may be paid by cash in participating PHP stores.***

***If your device is stolen, you will be required by Asurion to provide a police report. In order to initiate the claim process, see [www.phoneclaim.com/tmobile](http://www.phoneclaim.com/tmobile).***

***Warranty (Additional charge):***

***Covered: malfunctioning equipment within and beyond manufacturer's warranty***  
***Deductible: NO deductible is due for warranty claims.***

***\*Premium Handset Protection is an equipment repair and replacement program offered to T-Mobile customers. Asurion Insurance Services, Inc.\* is the agent and provides claims servicing under this program. Liberty Mutual Insurance Company is the underwriter of this product. Rates and deductibles are subject to change upon reasonable notice to insured, in accordance with state law. This is a replacement policy; there is no cash paid or reimbursement to insured's.***

- 3.5.19 Provide priority voice service to State employees with critical job duties that are responsible for responding to disaster/emergency event.

***T-Mobile Response: T-Mobile USA currently offers a service called Wireless Priority Service (WPS). It provides a means for National Security and Emergency Preparedness (NS/EP) telecommunications users to obtain priority access to***

*available wireless radio channels when necessary to initiate emergency calls during periods of wireless network congestion. In times of national emergency or crisis, the system enables the designated WPS users to have a greater chance of being able to place calls.*

*WPS is intended only for key personnel and those individuals in national security and emergency response leadership positions. WPS is not intended for use by all emergency service personnel.*

- *Priority calls are placed in queue for the next available radio resource, according to time and priority level of the caller.*
- *Preemption is not allowed under FCC rules*
- *Priority calls will not preempt calls in progress and WPS will not guarantee the completion of priority calls*
- *Additionally, WPS users will not monopolize all available wireless resources.*
- *WPS is provided via the nearest cell site to that cell, and thus users not in that very specific geography may be unaffected.*

*There are 5 access levels:*

*Executive Leadership and Policy Makers. Examples include:*

- *President of the United States, Secretary of Defense, selected military leaders, and the minimum number of senior staff necessary to support these officials*
- *State governors, lieutenant governors, cabinet-level officials responsible for public safety and health, and the minimum number of senior staff necessary to support these officials.*
- *Mayors, county commissioners, and the minimum number of senior staff to support these officials.*

*Disaster Response / Military Command and Control. Examples include:*

- *FEMA, National Coordinating Center for Telecommunications, National Interagency Fire Center, Federal Coordinating Officer, Federal Emergency Communications Coordinator, and Directory of Military Support*
- *State emergency Services director, National Guard Leadership, State and Federal Damage Assessment Team leaders.*
- *Federal, state, and local personnel with continuity of government responsibilities.*
- *Incident Command Center Managers, local emergency managers, other state and local elected public safety officials.*

- *Federal personnel with intelligence and diplomatic responsibilities.*

*Public Health, Safety, and Law Enforcement Command. Examples include:*

- *Federal law enforcement command*
- *State police leadership*
- *Local fire and law enforcement command*
- *Emergency medical service leaders*
- *Search and rescue team leaders*
- *Emergency communications coordinators*

*Public Service / Utilities and Public Welfare. Examples include:*

- *Army Corps of Engineers leadership*
- *Power, water, and sewage and telecommunications utilities*
- *Transportation leadership*

*Disaster Recovery. Examples include:*

- *Medical recovery operations leadership*
- *Detailed damage assessment leadership*
- *Disaster shelter coordination and management*
- *Critical Disaster Field Office support personnel*

*\*NCS decides priority level.*

3.5.20 Able to activate equipment and wireless voice service within 24 hours after request in the event of a State disaster/emergency.

*T-Mobile Response: Comply. Here is how:*

- *If the usual activation procedures are inadequate given the disaster/emergency, we have 17 calls centers stationed throughout the U.S. that are linked together and would enable an emergency activation by authorized purchasers.*
- *Agencies requiring emergency equipment should have on site pre-purchased equipment and a blank SIM cards that could be activated by our customer care department.*
- *Emergency devices can be purchased from retail stores at full price.*

*Recommended Disaster Recovery Solution*

- *T-Mobile can provide a pool of devices that are boxed for emergency/disaster use only. A small monthly T-Mobile charge would be assessed to keep the lines active.*
- *The devices would be activated as outlined in section 3.5.21 with Wireless Priority Service.*
- *Forward deployed devices would be active and only require insertion of a battery and power on.*

*T-Mobile's switch sites are manned at least 12 hours a day, 5 days a week. They are monitored 24 hours a day, 7 days a week 365 days a year by our Network Operation Centers (NOC). We have a West Coast NOC and an East Coast NOC for geographic separation in the event of a natural disaster. If T-mobile service/network is down due to emergency/disaster Wireless Priority Service will be disabled, until network is in operation.*

3.5.21 Detail procedures required applying for and initiating priority status service.

***T-Mobile Response: Feature Approval Process***

- *Government Point of Contact (POCs) apply for WPS priorities via the application form posted on WPS.NCS.GOV website.*
- *WPS.NCS.GOV is the WPS specific website for the National Communication System.*
- *NCS approves or denies the request.*
- *If approved, NCS notifies T-Mobile and the appropriate feature to the end users account.*
- *All questions and requests for WPS should be referred to NCS.*

***Feature Activation Process***

*To active WPS, the caller simply needs to dial \*272 then the number they are calling and the service is invoked for that one phone call. There is nothing that needs to be done on T-Mobile's part to activate this service in the event of a disaster.*

3.5.22 List all airtime or fees associated with priority service.

***T-Mobile Response:***

***WPS Rate:***

- *T-Mobile rate plan charges will apply to WPS call minutes, pricing subject to users rate plan.*

- *WPS calls are an additional \$0.75 per minute*
- *Calling Area based on active Rate Plan listed on account*
- *International rates apply where applicable*

*The user invokes charge for competed calls when invoking WPS service each time the service. This charge is in addition to standard airtime rate.*

- 3.5.23 Describe whether you will be using partners or resellers for this contract. If so, provide any necessary certification with response, and a list of recommended resellers. Are users of this contract able to use your retail stores? If so, define the process.

*T-Mobile Response: T-Mobile Partners and Resellers are authorized to provide products and services to T-Mobile customers upon request of a WSCA state. To better serve WSCA and State agencies T-Mobile has included information from Partners and/or Resellers in this RFP Response. While T-Mobile has taken reasonable actions to ensure its accuracy, the information is provided on an “as is, where is, with all faults” basis and T-Mobile cannot guaranty that such information is accurate or complete.*

*T-Mobile has created a Business Partner Sales (BPS) channel to construct and facilitate solutions for customers that T-Mobile does not offer on its own. Within each territory, a Regional Sales Manager (RSM) is assigned to manage partnerships with T-Mobile Business Partners and Resellers.*

*T-Mobile Business Partners provide a wide range of products and services that complement T-Mobile service, while Resellers have the ability to activate a T-Mobile line of service along with their unique value-added solutions. At the invitation of a Sales Representative the RSM can consult with WSCA and State agencies to recommend a Partner or Reseller upon request of a WSCA state and assist with the establishment of the relationship between the parties. We have created a co-sales methodology so that WSCA and State agencies can continue to work with a Sales Representative while utilizing a T-Mobile Business Partner. This allows Business Partners and Resellers to offer their services, which could include special applications and devices that expand the offer set, alongside our aggressive pricing and award winning customer support.*

*In addition, Third party equipment or Handsets that are not provided directly by T-Mobile (“Third Party Equipment”) may be capable of functioning on the T-Mobile network through use of a T-Mobile SIM card. However, Third Party Equipment may not function properly with T-Mobile’s Service and features, and will not receive Customer Care support. T-Mobile further does not provide any warranty of any kind on Third Party Equipment. It is important to procure devices of proven quality. We also have high standards for our products, and we are considered one of the most demanding carriers in the industry regarding device*

*certification. Again, T-Mobile provides this service through a BPS Partner upon request of a WSCA state.*

3.5.24 Define any value-add services as part of your offering in your response.

This may include, but not necessarily be limited to:

- Satellite capabilities;
- Push-to-talk;
- Emergency services;
- Green initiatives; and
- Buyback programs.

***T-Mobile Response:***

*See the Technical Confidential section for additional value-add services.*

***Green Initiatives***

*T-Mobile has several "green" initiatives currently underway including online billing to reduce paper usage and our handset recycling program which is available in every store.*

*T-Mobile introduced the first handset made from post consumer recycled plastic and the Green Perks application for android handsets which assists users in making environmentally friendly purchasing choices.*

*As a supporter of the United Nation's "Global Compact" (<http://www.unglobalcompact.org/>), and a founding member of the Global eSustainability Initiative ([www.gesi.org](http://www.gesi.org)), our parent company Deutsche Telekom is well on its way to achieving this lofty goal. The company has been listed for three years in a row on 8 of the top 11 global sustainability indices, and recently published its 2009 Corporate Responsibility annual report. The company has been developing a broad-based corporate responsibility program since 2008 with the strategic goal of making Deutsche Telekom an international leader in corporate responsibility.*

*T-Mobile has recycling and energy conservation programs in its offices and data centers. All plastic bags used in our retail stores are printed using water-based inks to minimize water emissions. These inks do not contain any heavyweight metals and are filtered through a printing system to avoid any unprocessed waste entering the water system.*

*T-Mobile is teaming up with the Arbor Day Foundation to help replant and reforest critical habitats across the country. T-Mobile customers have helped plant over 1 million trees*



*We also are working to better understand our carbon footprint impacts. Further information and updates can be found on our mobilize website at:*

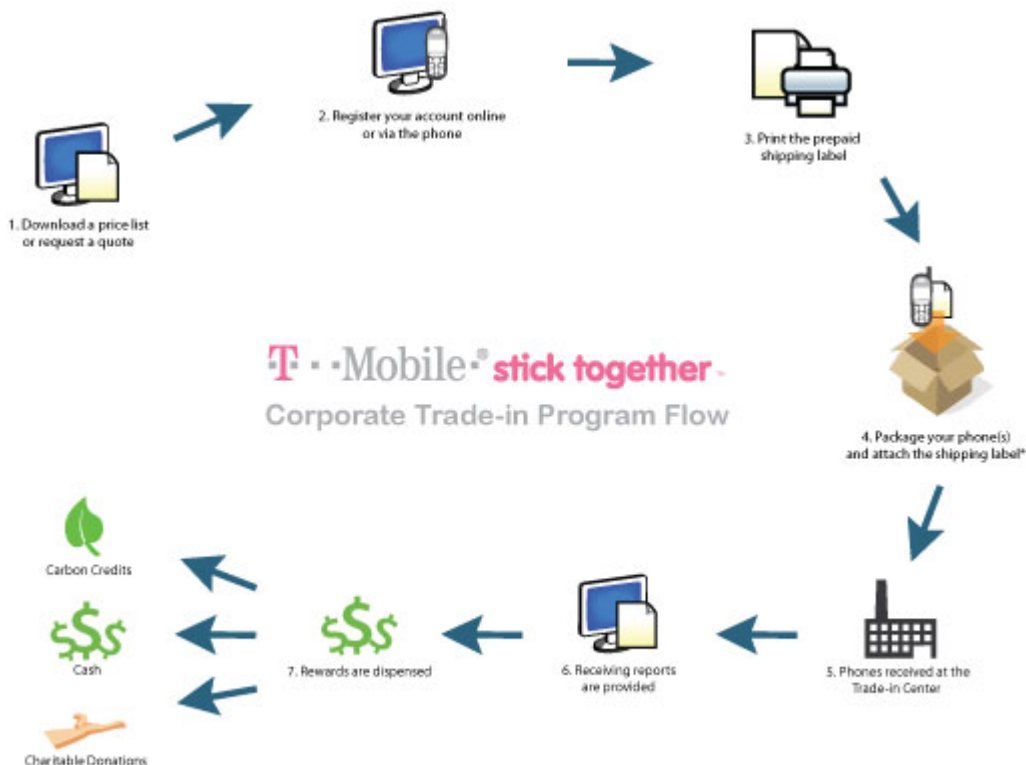
<http://www.mobilizewitht-mobile.com/>

## **Trade in program**

*Our trade-in program provides a simple and efficient way to trade in old mobile devices for a monetary incentive.*

*State agencies can choose from the following rewards for old phones:*

- **Cash back**
- **Carbon credits**
- **Charitable donations**



\*For quantities greater than 50 please contact us for customized shipping supplies

*It is simple, easy and fast. For additional information on the Trade-In Recycle Program visit [www.t-mobiletradein.com](http://www.t-mobiletradein.com)*



***Benefits to T-Mobile's trade-in program are:***

- ***Dedicated 800 number for T-Mobile customers only: 1(888) 890-0199***
- ***Dedicated quote desk for T-Mobile customers***
- ***Completely cost-free***
- ***Guaranteed data removal before the device is recycled***
- ***Guaranteed environmental stewardship***
- ***ISO 14001 Registered***
- ***Comply with all relevant federal, state and local legislation***
- ***100% secure and documented destruction***
- ***Free prepaid shipping labels and free shipping materials***

***All quotes requested will be sent within 48 hours of the request. Receiving and credit reports will be available within 10 days of the close of the month and will include the entire month's activity. Payment will be paid within 30 days.***

3.5.25 Define how you will improve coverage to using entity offices (buildings/facilities/sub-ground level offices, etc.) that experience inadequate wireless voice service. Identify all basic equipment provided as necessary for your standard operation within your wireless network. Provide in your cost proposal, any hourly rates or other associated costs for on-site installations that may be necessary.

***T-Mobile Response: When a coverage improvement is requested, a T-Mobile RF Engineer and Construction consultant will visit the customer location site, measure signal strength outside of the facility and throughout the facility, taking particular note of areas within the facility designated by customer as being of critical importance (executive area, sales, etc.).***

***The RF Engineer and Construction consultant will review building plans to determine composition of walls, location of existing telephone lines, conduit and wiring.***

***The RF Engineer and Construction will consultant propose in-building microcell solution which may include a distributed antenna system, using IP BTS or microcell, taking into account the number of existing and expected users, the balance of usage (voice/data devices), and any customer-specific installation or design requirements.***

***A proposal will be presented to the customer for discussion where modifications can be made as needed. Once the proposal is accepted customer, the project is***

*presented to the Area Director of Operations for approval. Upon Area Director's approval; the In-Building Coverage (equipment) agreement is sent to the Customer for execution.*

*Once the In-Building Coverage agreement is signed; the construction team contacts the customers facility management to schedule necessary visits for installation of circuits, T-1 telephone line, internet connections final installation plans, etc.. Date to begin installation would be set at this time. The equipment will be installed on designated date and finally the engineering "commissioning" team will bring the site on-line.*

*Once approved, the In-Building Solution request form and paperwork allows the regional & local RF engineering teams to perform in-building surveys and final walkthroughs for coverage check and where enhancements may be needed. Based on the results; the RF engineering team proposes an in-building solution which could be based on implementing IP BTS or other solutions. This decision is at the discretion of the engineering team.*

## 3.6 BROADBAND SERVICES AND SUPPORT (BAND 2)

- 3.6.1 Provide quality wireless broadband services at the lowest cost available in a timely and efficient manner.

***T-Mobile Response: T-Mobile delivers the largest 4G Network at an industry leading price. We currently offer 21Mbps broadband service to 200 million Americans. Our WSCA customers will receive an unlimited broadband rate plan option. Enjoy a better mobile broadband experience on more devices in more places through cutting edge innovative products; we have a large selection of 4G devices.***

***To keep our customers connected when and where it matters most, our equipment is network backwards compatible with T-Mobile's existing 2G and 3G networks. This allows users outside of 4G areas to reduce costs by utilizing the same devices.***

- 3.6.2 Establish and provide a set of "standard" plans for broadband services.

***T-Mobile Response: T-Mobile is proud to offer our WSCA customers broadband plans to help them be fiscally responsible yet technically advanced. Our unlimited broadband plans do not charge per MB overage. With some plans, speeds may be reduced if a threshold is exceeded, which is usually 5GB or 10GB. We also have a low cost option for usage up to 200MB.***

- 3.6.3 Define your statewide and national Broadband Services coverage by each state.

***T-Mobile Response: As of March 2011, T-Mobile covers 67.18% of the US population with 4G mobile broadband services and 78.69% on 3G mobile broadband.***

***As of March 2011, statewide population coverage percentages are:***

<i>Alabama</i>	<i>41.13%</i>
<i>Alaska</i>	<i>0.00%</i>
<i>Arizona</i>	<i>77.72%</i>
<i>Arkansas</i>	<i>27.37%</i>
<i>California</i>	<i>89.48%</i>
<i>Colorado</i>	<i>80.41%</i>
<i>Connecticut</i>	<i>70.22%</i>
<i>Delaware</i>	<i>65.82%</i>
<i>Florida</i>	<i>84.00%</i>
<i>Georgia</i>	<i>66.12%</i>
<i>Hawaii</i>	<i>76.19%</i>

<i>Idaho</i>	<i>47.30%</i>
<i>Illinois</i>	<i>77.64%</i>
<i>Indiana</i>	<i>57.70%</i>
<i>Iowa</i>	<i>20.08%</i>
<i>Kansas</i>	<i>54.15%</i>
<i>Kentucky</i>	<i>35.11%</i>
<i>Louisiana</i>	<i>48.07%</i>
<i>Maine</i>	<i>11.60%</i>
<i>Maryland</i>	<i>79.02%</i>
<i>Massachusetts</i>	<i>89.06%</i>
<i>Michigan</i>	<i>57.44%</i>
<i>Minnesota</i>	<i>65.29%</i>
<i>Mississippi</i>	<i>11.91%</i>
<i>Missouri</i>	<i>59.13%</i>
<i>Montana</i>	<i>0.00%</i>
<i>Nebraska</i>	<i>25.67%</i>
<i>Nevada</i>	<i>84.05%</i>
<i>New Hampshire</i>	<i>41.52%</i>
<i>New Jersey</i>	<i>91.22%</i>
<i>New Mexico</i>	<i>56.93%</i>
<i>New York</i>	<i>79.81%</i>
<i>North Carolina</i>	<i>47.66%</i>
<i>North Dakota</i>	<i>0.00%</i>
<i>Ohio</i>	<i>62.64%</i>
<i>Oklahoma</i>	<i>45.78%</i>
<i>Oregon</i>	<i>62.43%</i>
<i>Pennsylvania</i>	<i>59.39%</i>
<i>Puerto Rico</i>	<i>45.24%</i>
<i>Rhode Island</i>	<i>94.00%</i>
<i>South Carolina</i>	<i>50.82%</i>
<i>South Dakota</i>	<i>0.00%</i>
<i>Tennessee</i>	<i>48.64%</i>
<i>Texas</i>	<i>79.65%</i>
<i>Utah</i>	<i>74.72%</i>
<i>Vermont</i>	<i>0.00%</i>
<i>Virginia</i>	<i>64.00%</i>
<i>Washington</i>	<i>73.73%</i>
<i>Washington DC</i>	<i>99.98%</i>
<i>West Virginia</i>	<i>1.01%</i>
<i>Wisconsin</i>	<i>38.55%</i>
<i>Wyoming</i>	<i>0.00%</i>

- 3.6.4 Provide detailed in-network (no roaming) data services coverage (including available coverage maps) for States, with an overlay of counties and major highways. Coverage maps must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).

***T-Mobile Response: See the maps in the separate binder labeled Part IA – Technical: Coverage Maps Addendum.***

- 3.6.5 Provide detailed national in-network (no roaming) data services coverage national maps, with an overlay of states, counties and major highways. Coverage must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).

***T-Mobile Response: See the maps in the separate binder labeled Part IA – Technical: Coverage Maps Addendum. As of March 2011, T-Mobile covers 92.52% of the US population with wireless data services.***

- 3.6.7 Notify each State's designated key contact at least five days in advance of any planned service outages and/or scheduled maintenance. This notification must include impacted coverage areas and an estimate of the outage timeframe.

***T-Mobile Response: T-Mobile's Network Outage Notification Program offers select customers proactive notification of service impacting outages. The notifications provided includes the ticket number, service(s) affected, market(s) affected, geographic location of the outage and estimated time to resolution. Only one notification is sent to customers to alert them to the outage. A second notification is provided to customers to alert customers once the issue is resolved.***

***As for routine maintenance notification; T-Mobile's switch sites are manned at least 12 hours a day, 5 days a week. They are monitored 24 hours a day, 7 days a week 365 days a year by our Network Operation Centers (NOC).***

***Three levels of management support every element in the T-Mobile network:***

- ***Performance management***

- *Fault management*
- *Configuration management*

*Configuration management is done on vendor-supplied equipment and is used to configure and optimize the equipment. Performance management is done on Metrica. This system collects vital health statistics and post-processes it for our engineering staff to analyze. Fault management is done on NetExpert. Every element in the network is fully alarmed and reports those alarms into a central location for analysis and action.*

*Lastly, all service affecting elements in the networks are either fault tolerant or fully redundant. System backups are done on a daily basis to ensure that in the unlikely event of a major outage, there will not be a significant loss of data. Critical nodes, such as Signaling Transfer Points (STPs) and Service Control Points (SCPs), are deployed redundantly and geographically diverse.*

*We also have additional tools in place to monitor performance in order to proactively act on potential troubles before they ever become service affecting.*

*T-Mobile will work with the States to make every commercially reasonable effort to provide amendable notification to State's designated contacts for coverage impacting planned outages and/or scheduled maintenance.*

- 3.6.8 Describe an ongoing process to improve coverage for areas that are having inadequate or less than 50% coverage. Provide timeline of anticipated improvements.

*T-Mobile Response: T-Mobile has an initiative in place increase to increase native coverage to roughly 300 million people in the United States within the next 3 years. T-Mobile will focus the efforts of this project in rural areas which have roaming coverage or no coverage. This project is in progress starting with the states of Texas and Florida. Improved coverage in these states and other regions are expected to deploy throughout 2011. The resulting coverage is projected to provide native footprint of over 95% coverage for the states affected by the project.*

*See our response in the Technical Confidential section for additional details.*

- 3.6.9 Identify all basic equipment provided as necessary for vendor's standard operation within Contractor's wireless data network for all subscribers (new activation or regular contract term subscribers). This shall include, but may not be exclusive to, voice handset, AC power charger/adapters and compatible hands-free accessory(s).

*T-Mobile Response: The following devices are eligible for activation on a broadband plan. All devices come standard with a handset or data card, user manual and an AC power charger if applicable. Most devices also come with a hands free accessory, if applicable. Many devices also come with a memory card and some even include a case.*

*See device descriptions on the following pages.*



## ***Motorola CLIQ XT***

### ***FEATURES:***

***Messaging***

***Apps – Android Market***

***3.5mm Audio Jack***

***Music Player***

***5 Megapixel Camera***

***LED Camera Flash***

***Video Capture Playback***

***Alternative Battery Cover Included***

***High Resolution Screen***

***FM Radio***

***MOTORBLUR***

***3G Capable***

***Touch Screen with On-Screen Keyboard***

***Soft Touch Navigation Pad***

***Proximity Sensor***

***Personal and Work E-mail***

***Speaker Phone***

***Stereo Bluetooth Connectivity***

***Wi-Fi Data***

***Memory Card Slot (microSD)***

***GPS Built-in***



### ***SPECS:***

***Size: 4.6 x 2.3 x 0.61 inches***

***Weight: 4.2 ounces***

***Included battery: 1420mAH Lion***

***Talk time: up to 7 hours***

***Standby time: up to 19 days***

***Band (frequency): 850 MHz; 900***

***MHz; 1900 MHz; UMTS: Band I***

***(2100); UMTS: Band IV (1700/2100)***

## **Motorola CHARM**

### **FEATURES:**

**Messaging**

**View E-mail Attachments**

**Apps – Android Market**

**3 Megapixel Camera**

**Media Player**

**3.5mm Audio Jack**

**MOTOBLUR**

**QWERTY Keyboard**

**Personal and Work E-mail**

**Visual Voicemail**

**Speaker Phone**

**E-mail**

**Touch Screen**

**Wi-Fi and Mobile Calling**

**GPS with Navigation Capability**

**Memory Card Slot (microSD)**

**Wi-Fi Data**

**Voice-Activated Functions**

**Bluetooth Connectivity**

**Alarm Clock**

**Calculator**



### **SPECS:**

**Size:** 3.9 x 2.7 x 0.5 inches

**Weight:** 3.9 ounces

**Included battery:** 1420mAh Li-ion

**Talk time:** up to 9 hours

**Standby time:** up to 15 days

**Band (frequency):** 850 MHz; 900 MHz;  
1800 MHz; 1900 MHz; UMTS: Band IV  
(1700/2100)

## Motorola CLIQ 2

### FEATURES:

**Messaging**

**Apps – Android Market**

**Always-On Social Networking**

**5 Megapixel Camera**

**Video Capture Playback**

**Customizable Home Screen**

**Dual LED Camera Flash**

**2 GB Memory Card Included**

**Easy Access to Google Applications**

**High Resolution Screen**

**3.5mm Audio Jack**

**Music Player**

**FM Radio**

**MOTOBLUR**

**Full Corporate E-mail and calendar support**

**1Ghz Processor**

**Touch Screen with On-Screen Keyboard**

**Personal and Work E-mail**

**3G Capable**

**Visual Voicemail**

**Stereo Bluetooth Connectivity**

**Wi-Fi and Mobile Calling**

**QWERTY Keyboard**

**Speaker Phone**

**GPS with Navigation Capability**

**Real Web Browsing**

**Wi-Fi Sharing**

**Wi-Fi Data**

**One-click Google Search**

**Mobile Backup**

**Address Book**

**Alarm Clock**

**Calendar**



### SPECS:

**Size:** 4.2 x 2.3 x 0.5 inches

**Weight:** 6.2 ounces

**Included battery:** 1420mAH Lion

**Talk time:** up to 7.9 hours

**Standby time:** up to 13 days

**Band (frequency):** 850 MHz; 900 MHz; 1800 MHz; 1900 MHz; UMTS: Band I (2100); UMTS: Band IV (1700/2100); Band V (850)

## **Motorola DEFY**

### **FEATURES:**

**Messaging**

**Swype**

**Water-resistant and Dust-proof**

**Advanced MOTOBLUR**

**Apps – Android Market**

**3.5mm Audio Jack**

**5 Megapixel Camera**

**High Resolution Screen**

**LED Camera Flash**

**Music Player**

**Easy Access to Google Applications**

**Always-On Social Networking**

**Customizable Home Screen**

**Video Capture/Playback**

**FM Radio**

**Wi-Fi and Mobile Calling**

**Touch Screen with On-Screen Keyboard**

**Stereo Bluetooth Connectivity**

**3G Capable**

**Personal and Work E-mail**

**Speaker Phone**

**GPS with Navigation Capability**

**Wi-Fi Data**

**Voice Dialing**



### **SPECS:**

**Size:** 2.3 x 4.2 x 0.5 inches

**Weight:** 4.6 ounces

**Included battery:** 1540mAh Li-ion

**Talk time:** up to 8 hours

**Standby time:** up to 18 days

**Band (frequency):** 850 MHz; 900 MHz;

1800 MHz; 1900 MHz; UMTS: Band I

(2100); UMTS: Band IV (1700/2100);

UMTS: Band V (850)

## **Samsung Galaxy S**

### **FEATURES:**

**High Resolution Screen**  
**16 GB Memory Card Included**  
**5 Megapixel Camera**  
**Apps – Android Market**  
**HD Camcorder**  
**Mobile Video Chat**  
**Web Browsing with Full Flash Support**  
**3.5mm Audio Jack**  
**Music Player**  
**Video Capture/Playback**  
**Easy Access to Google Applications**  
**4G Capable**  
**1Ghz Processor**  
**Personal and Work E-mail**  
**Touch Screen with On-Screen Keyboard**  
**Wi-Fi and Mobile Calling**  
**Wi-Fi Sharing**  
**International Capability**  
**Speaker Phone**  
**Stereo Bluetooth Connectivity**  
**Visual Voicemail**  
**GPS with Navigation Capability**  
**One-click Google Search**  
**Photo Caller ID**  
**Vibrating Alert**  
**Address Book**  
**Alarm Clock**  
**Calculator**  
**Calendar**



### **SPECS:**

**Size: 4.8 x 2.5 x 0.4 inches**  
**Weight: 4.2 ounces**  
**Included battery: Lithium ion**  
**Talk time: up to 6.5 hours**  
**Standby time: up to 12.5 days**  
**Band (frequency): 850 MHz; 900 MHz; 1800 MHz; 1900 MHz; UMTS: Band I (2100); UMTS: Band IV (1700/2100)**

## HTC G2

### FEATURES:

**Messaging**

**View E-mail Attachments**

**Swype**

**Easy Access to Google Applications**

**Apps-Android Market**

**High Resolution Screen**

**5 Megapixel Camera**

**LED Camera Flash**

**Autofocus**

**Video Capture/Playback**

**Customizable Home Screen**

**Auto Rotating Screen**

**8 GB Memory Card Included**

**3.5mm Audio Jack**

**Music Player**

**HD Video Capability**

**Capable of T-Mobile's 4G Data Speeds**

**Easily Synch w/Microsoft Outlook**

**Personal and Work E-mail**

**QWERTY Keyboard**

**Visual Voicemail**

**Wi-Fi and Mobile Calling**

**4G Capable**

**Voice Actions from Google**

**GPS with Navigation Capability**

**Memory Card Slot (microSD)**

**One-Click Google Search**

**Trackpad for Navigation**

**Voice-activated Functions**

**Address Book**

**Vibrating Alert**

**Bluetooth Connectivity**

**Alarm Clock**

**Calculator**

**Calendar**



### SPECS:

**Size:** 4.7 x 2.4 x 0.6 inches

**Weight:** 6.5 ounces

**Included battery:** 1300mAh Lion

**Talk time:** up to 6.5 hours

**Standby time:** up to 17.5 days

**Band (frequency):** 850 MHz; 900 MHz;  
1800 MHz; 1900 MHz; UMTS: Band IV  
(1700/2100)

## ***HTC MyTouch 3G***

### ***FEATURES:***

***Video Messaging***  
***View E-mail Attachments***  
***Text Messaging***  
***Instant Messaging Capable***  
***8 GB Memory Card Included***  
***Apps-Android Market***  
***3.2 Megapixel Camera with Video Capture***  
***Autofocus***  
***Video Capture/Playback***  
***Fully customizable***  
***Music Player***  
***Touch Screen with On-Screen keyboard***  
***3G Capable***  
***Personal and Work E-mail***  
***Picture Messaging***  
***Stereo Bluetooth Connectivity***  
***Wi-Fi Data***  
***GPS Built-in***  
***Photo Caller ID***  
***Trackball 4-Way Navigation***  
***Voice-Activated Functions***  
***Voice Dialing***  
***Alarm Clock***  
***Calendar***



### ***SPECS:***

***Size: 2.2 x 4.5 x 0.6 inches***  
***Weight: 4.1 ounces***  
***Included battery: 1340 mAH Lion***  
***Talk time: up to 7 hours***  
***Standby time: up to 16 days***  
***Band (frequency): 850 MHz; 900 MHz;***  
***1800 MHz; 1900 MHz; UMTS: Band I***  
***(2100)***



## ***HTC My Touch 4G***

### ***FEATURES:***

***Swype***  
***Messaging***  
***Mobile Video Chat***  
***HD Camcorder***  
***Apps-Android Market***  
***Front-facing Camera***  
***5 Megapixel Camera***  
***Camera Flash***  
***Camera Zoom***  
***8 GB Memory Card Included***  
***Video Capture/Playback***  
***Faves Gallery***  
***MediaRoom***  
***myModes***  
***4G Capable***  
***3G Capable***  
***Touch Screen with On-Screen Keyboard***  
***1Ghz Processor***  
***Visual Voicemail***  
***Personal and Work E-mail***  
***Stereo Bluetooth Connectivity***  
***Speaker Phone***  
***Wi-Fi and Mobile Calling***  
***Genius Button***  
***Memory Card Slot (microSD)***  
***GPS with Navigation Capability***  
***Wi-Fi Data***



### ***SPECS:***

***Size: 4.8 x 2.4 x 0.4 inches***  
***Weight: 5.4 ounces***  
***Included battery: 1400 mAH Li-ion***  
***Talk time: up to 10 hours***  
***Standby time: up to 18 days***  
***Band (frequency): 850 MHz; 900 MHz;***  
***1800 MHz; 1900 MHz; UMTS: Band IV***  
***(1700/2100)***

## ***LG Optimus T***

### ***FEATURES:***

***Swype***  
***Messaging***  
***Easy access to Google Applications***  
***Apps – Android Market***  
***3.2 Megapixel Camera***  
***Video Capture Playback***  
***Customizable Home Screen***  
***Media Player***  
***Music Player***  
***FM Radio***  
***3.5mm Audio Jack***  
***3G Capable***  
***Touch Screen with On-Screen Keyboard***  
***Personal and Work E-mail***  
***Full corporate email and calendar support***  
***Stereo Bluetooth Connectivity***  
***Speaker Phone***  
***Visual Voicemail***  
***Wi-Fi and Mobile Calling***  
***Voice Actions from Google***  
***Wi-Fi Data***  
***GPS with Navigation Capability***  
***Memory Card Slot (microSD)***  
***Address Book***  
***Alarm Clock***  
***Calendar***



### ***SPECS:***

***Size: 4.5 x 2.3 x 0.5 inches***  
***Weight: 4.5 ounces***  
***Included battery: 1500mAH***  
***Talk time: up to 6.5 hours***  
***Standby time: up to 18 days***  
***Band (frequency): 850 MHz; 900 MHz;***  
***1800 MHz; 1900 MHz; UMTS: Band I***  
***(2100); UMTS: Band IV (1700/2100)***

## ***T-Mobile Comet***

### ***FEATURES:***

***Video Messaging***  
***Messaging***  
***View E-mail Attachments***  
***Swype***  
***Apps-Android Market***  
***Easy Access to Google Applications***  
***3.2 Megapixel Camera***  
***Video Capture/Playback***  
***Music Player***  
***3.5mm Audio Jack***  
***FM Radio***  
***Customizable Home Screen***  
***Auto Rotating Screen***  
***2 GB Memory Card Included***  
***Easily Synch w/Microsoft Outlook***  
***3G Capable***  
***E-mail***  
***Personal and Work E-mail***  
***Touch Screen with On-Screen Keyboard***  
***Stereo Bluetooth Connectivity***  
***International Capability***  
***Speaker Phone***  
***Conference Calling***  
***Easy Text Input***  
***Wi-Fi Data***  
***One-Click Google Search***  
***Memory Card Slot (microSD)***  
***Voice Dialing***  
***GPS with Navigation Capability***  
***Photo Caller ID***  
***Vibrating Alert***  
***Voice-Activated Functions***  
***Address Book***  
***Calculator***  
***Calendar***  
***Alarm Clock***



### ***SPECS:***

***Size: 4.1 x 2.2 x 0.5 inches***  
***Weight: 3.6 ounces***  
***Included battery: Lithium Ion***  
***Talk time: up to 9 hours***  
***Standby time: up to 12 days***  
***Band (frequency): 850 MHz; 900 MHz;***  
***1800 MHz; 1900 MHz; UMTS: Band I***  
***(2100); UMTS: Band IV (1700/2100)***

## **HTC HD7**

### **FEATURES:**

**Messaging**  
**High Resolution Screen**  
**16 GB Built-in Memory**  
**Apps-Windows Marketplace**  
**Always-On Social Networking**  
**Dual LED Camera Flash**  
**Autofocus**  
**3.5mm Audio Jack**  
**Music Player**  
**Media Player**  
**Customizable Home Screen**  
**FM Radio**  
**HD Camcorder**  
**1Ghz Processor**  
**International Capability**  
**3G Capable**  
**Stereo Bluetooth Connectivity**  
**Proximity Sensor**  
**Personal and Work E-mail**  
**Touch Screen with On-Screen Keyboard**  
**Speaker Phone**  
**Conference Calling**  
**Easily Synch w/Microsoft Outlook**  
**GPS with Navigation Capability**  
**Wi-Fi Data**  
**Edit Microsoft Word and Excel Documents**  
**Voice-Activated Functions**  
**Address Book**  
**Windows Phone 7**  
**Find My Phone**  
**Alarm Clock**



### **SPECS:**

**Size:** 4.8 x 2.67 x 0.44 inches  
**Weight:** 5.71 ounces  
**Included battery:** 1230 mAH Li-ion  
**Talk time:** up to 6.5 hours  
**Standby time:** up to 14.5 days  
**Band (frequency):** 850 MHz; 900 MHz;  
1800 MHz; 1900 MHz; UMTS: Band IV  
(1700/2100)

## ***BlackBerry Curve***

### ***FEATURES:***

***View and Edit E-mail Attachments***  
***Messaging***  
***Video Capture/Playback***  
***3.5mm Audio Jack***  
***2 Megapixel Camera***  
***Apps-Blackberry App World***  
***3G Capable***  
***Wi-Fi and Mobile Calling***  
***Easily synch w/Microsoft Outlook***  
***Soft Touch Navigation Pad***  
***International Capability***  
***Personal and Work E-mail***  
***SureType QWERTY Keyboard***  
***Speaker Phone***  
***Caller Name Display***  
***GPS Built-In***  
***Edit Microsoft Word and Excel Documents***  
***Voice-Activated Functions***  
***Wi-Fi Data***  
***Memory Card Slot (microSD)***  
***Vibrating Alert***  
***Address Book***  
***Calendar***  
***Calculator***  
***Alarm Clock***



### ***SPECS:***

***Size: 4.3 x 2.4 x 0.6 inches***  
***Weight: 3.8 ounces***  
***Included battery: 1150 mAH Li-ion***  
***Talk time: up to 4.5 hours***  
***Standby time: up to 19 days***  
***Band (frequency): 850 MHz; 900 MHz;***  
***1800 MHz; 1900 MHz; UMTS: Band IV***  
***(1700/2100)***

## ***BlackBerry Bold***

### ***FEATURES:***

***Messaging***  
***View and Edit E-mail Attachments***  
***5 Megapixel Camera***  
***Always-On Social Networking***  
***Camera Zoom***  
***Hi-Fi Ringers***  
***High Resolution Screen***  
***MegaTones and Wallpaper***  
***Music Player***  
***Video Capture/Playback***  
***3G Capable***  
***Easily Synch w/Microsoft Outlook***  
***International Capability***  
***Personal and Work E-mail***  
***QWERTY Keyboard***  
***Speaker Phone***  
***Stereo Bluetooth Connectivity***  
***Wi-Fi and Mobile Calling***  
***Caller Name Display***  
***BlackBerry 6 Software***  
***GPS Built-In***  
***Memory Card Slot (microSD)***  
***Mobile Backup***  
***Photo Caller ID***  
***Real Web Browsing***  
***Trackpad for Navigation***  
***Voice Dialing***  
***Calendar***



### ***SPECS:***

***Size: 4.3 x 2.4 x 0.6 inches***  
***Weight: 4.2 ounces***  
***Included battery: Lithium***  
***Talk time: up to 6 hours***  
***Standby time: 2G – 22 days, 3G – 17 days***  
***Band (frequency): 850 MHz; 900 MHz; 1800 MHz; 1900 MHz; UMTS: Band I (2100)***

*The following devices are wireless broadband capable without voice capabilities:*

## ***T-Mobile® Rocket™ 2.0 4G Laptop Stick***

### ***FEATURES:***

***Provide Wireless Internet Connectivity  
Wi-Fi Connection Management  
International Capability  
4G Capable  
Windows and Mac Capability  
Memory Card Slot (microSD)***



### ***SPECS:***

***Size: 3.4 x 1.1 x 0.5 inches  
Weight: 1.1 ounces  
Included battery: N/A  
Talk time: N/A  
Standby time: N/A  
Band (frequency): 850 MHz; 900 MHz;  
1800 MHz; 1900 MHz; UMTS/HSPA+:  
AWS Band IV/2100/1900/850***



## ***Dell Inspiron Mini***

### ***FEATURES:***

***10.1" Display Screen***  
***Large QWERTY Keyboard***  
***Built-in 1.3 Megapixel Webcam***  
***4G Capable***  
***Wi-Fi Connection Management***  
***Up to 8 Hours of Battery Life***  
***1 GB RAM***  
***160 GB Hard Drive***  
***Microsoft Windows 7 Starter***



### ***SPECS:***

***Size: 10.43 x 7.72 x 1.29 inches***  
***Weight: 3 lbs.***  
***Included battery: 6 cell 56 WHr***  
***Lithium-ion***  
***Talk time: N/A***  
***Standby time: 11 hours***  
***Band (frequency): 850 MHz; 900 MHz;***  
***1800 MHz; 1900 MHz; UMTS/HSPA+:***  
***AWS Band IV 2100/1900***  
***Operating System: Microsoft***  
***Windows 7 Starter Edition***  
***Processor: Intel ATOM Processor***  
***N450 (1.66 GHz; 512 KB L2 Cache)***  
***Memory: 1 GB DDR2 533 MHz***  
***SDRAM***  
***Graphics: Intel Graphics Media***  
***Accelerator 3150***  
***Hard Drive: 160 GB 2.5-inch, 5400***  
***RPM SATA***

## ***Dell Streak***

### ***FEATURES:***

***Messaging***

***Swype***

***7-inch Multi-Touch Screen***

***Mobile Video Chat***

***1.3 Megapixel Front-Facing Camera***

***16 GB Built-In Memory***

***3.5mm Audio Jack***

***Apps-Android Market***

***Autofocus***

***Built-in 1.3 Megapixel Webcam***

***Camera Zoom***

***LED Camera Flash***

***Multi-shot Camera Mode***

***Music Player***

***Video Capture/Playback***

***Wallpapers***

***Web Browsing with Full Flash Support***

***4G Capable***

***1Ghz Processor***

***Full Corporate E-mail and Calendar Support***

***Personal and Work E-mail***

***Touch Screen with On-Screen Keyboard***

***USB Tethering***

***Wi-Fi Sharing***

***1080p HD Camcorder***

***GPS with Navigation Capability***

***Alarm Clock***

***Calculator***

***Calendar***



### ***SPECS:***

***Size: 7.9 x 4.7 x 0.5 inches***

***Weight: 17.6 ounces***

***Included battery: 2780 mAH***

***Talk time: N/A; Supports up to 4 hours of continuous video play back time***

***Standby time: up to 3 days***

***Band (frequency): 850 MHz; 900 MHz; 1800 MHz; 1900 MHz; UMTS: Band I (2100); UMTS: Band IV (1700/2100); UMTS: Band IV (AWS)***

- 3.6.10 Allow for a designated trial period for testing/evaluating equipment without additional charges or fees. Designate the timeframe for the ‘trial period’ and procedures for implementing this policy.

***T-Mobile Response: We will provide a limited number of demo devices for a limited period of time for evaluation purposes. Available quantity and duration of demo devices are subject to manufacturer restrictions and T-Mobile availability. However, we would make reasonable efforts to provide adequate demo devices for customer to make effective evaluation.***

- 3.6.11 Indicate if Contractor is anticipating migration to new or different technology. If so, identify the changes that subscribers shall anticipate proposed timeline and plans to ensure a smooth transition to the new technology.

***T-Mobile Response: T-Mobile's 4G network is based on HSPA+ technology which is purpose-built for continued growth. We now support theoretical download speeds of up to 21Mbps on our 4G network, which covers approximately 200 Million people in 100 US Markets. We plan to offer 42Mbps theoretical speeds later this year, with build-out plans for 140 million Americans in 25 metro areas to have access to these increased 4G speeds by mid-2011.***

***We currently offer HSPA+ devices in our product line-up with plans to launch at least 25 new 4G devices in 2011, including the first 42Mbps capable devices.***

***With an upgrade path that continues to provide room for considerable speed enhancements, it is possible for an HSPA+ network like T-Mobile's to reach speeds as high as 672 Mbps. We are confident HSPA+ will continue to offer a viable and cost-effective alternative to LTE and WiMAX, providing a comparable 4G experience to customers for the foreseeable future. And, with a strong and growing ecosystem of network equipment and handsets, we anticipate that HSPA+ can develop into one of the most advanced technology platforms in the industry.***

***Since our platform resides on the GSM-based global technology, subscribers will enjoy the benefits of backward compatibility through to 2G GSM-based technologies like GPRS, which still is utilized around the world and in some parts of the country. In addition, our parent company, DT has been performing extensive LTE network tests in Europe, however commercial devices are not yet available and the technology is not fully tested.***

3.6.12 Describe repair/replacement procedures/processes in detail for the following situations (including description of forms and information required):

3.6.12.1 Provide in detail, the length and terms of the warranty/maintenance and service provided with piece of equipment/device/accessory;

***T-Mobile Response:***

***Limited Warranty Description***

***We offer a limited warranty on devices sold by T-Mobile to active customers with our service. Handsets and similar devices will be covered by the manufacturer for a period of one year from the contracted service date. Batteries, Chargers and Accessories are covered by a separate policy. A copy of the manufacturers' terms and conditions of the warranty will be provided with each device.***

***The warranty does not cover equipment that was purchased from a source other than T-Mobile, such as equipment purchased through another carrier or third party. T-Mobile does not provide repair services for equipment.***

***Handset Exchange Program***

***1. Duration***

***The Warranty is valid for one year from receipt of equipment or service activation whichever is earlier. Exceptions:***

- Warranty Replacements: Replacement devices received through the Handset Exchange program are only covered for the original handset's warranty period, or 90 days, whichever is longer.***
- Upgrade or Lost and Stolen Replacements: Any new device purchased by the customer through T-Mobile will be covered for one year from the purchase or order date.***

***2. Process***

***Customers who are covered by the limited warranty can use the Handset Exchange Program to replace the defective equipment.***

***The User will contact T-Mobile Business Care at 800-375-1126 and explain the need for troubleshooting or potential return.***

***Devices returned through the Handset Exchange Program that do not qualify will currently be charged a \$100 Out of Warranty Fee. All customers must agree to this fee prior to placing a Handset Exchange order, in case the returned defective handset is found to be damaged or does not meet the one year warranty requirement.***

***The replacement unit is sent in a prepaid self-addressed package. Standard shipping through UPS ground takes up to 7 business days from the date the order was placed.***

*The device will be packaged with a pre-paid return label. The User will place the defective device in the shipping box and drop off at any UPS location.*

### **3. Condition**

*Equipment must be in good physical condition with no modifications or damage by the customer. Damage includes but is not limited to:*

- *Physical damage such as broken or cracked plastics; broken or cracked LCD; broken or missing parts; damaged or missing keys or antenna. Physical damage also includes damaged or broken internal parts, which could result from the handset being dropped.*
- *Water damage including any exposure to moisture that would cause visible damage to the internal electronic parts. Exposure to steam, mist or even sweat can corrode the electronic parts. A water damaged device is not covered even if the current failure does not seem to be related to past water damage.*

### **Batteries and Chargers:**

*T-Mobile offers Limited Warranty support for batteries and chargers for 90 days from purchase.*

### **Accessories:**

*T-Mobile does not support accessory warranties, even for accessories packaged with the handset, including:*

- *Memory cards*
- *Bluetooth and/or Hands Free Headsets*
- *Hands Free Headsets*
- *Car chargers*
- *Travel adaptors*

*For warranty support the customer will need to contact the Manufacturer.*

### **3.6.12.2 Repair of equipment with new standard parts or parts of equal performance to new parts;**

*T-Mobile Response: The subscriber will have a 30 day unconditional, no risk guarantee on all devices. Our sales representative will ensure device satisfaction during this time with a new replacement device. Devices must be returned in a "like new" condition with all its included parts and packaging.*

*In addition to the 30 day unconditional guarantee, T-Mobile can bill services through offered by Asurion Insurance Services, Inc. to protect devices from loss, theft, accidental damage, or malfunction. These services are available as a monthly fee billed to T-Mobile account. The Aggregate Volume Discount (AVD) does not apply to these services as they are not provided by T-Mobile. There are a few options available:*

***Premium Handset Protection Bundle (Additional charge):***

*Recent estimates indicate that nearly 20 million wireless phones and devices will be lost, stolen, or damaged this year. Replacing your equipment will likely cost more than your original investment. Calling the manufacturer for warranty service can be difficult and time consuming. With Premium Handset Protection, devices are replaced quickly, usually with one call.*

*Premium Handset Protection Bundle includes the following features which are also available separately:*

***Insurance (Additional charge):***

- *Covered: lost, stolen\*, and accidentally damaged equipment*
- *Deductible: A deductible will be due to Asurion at the time of a claim and may be paid by electronic check, credit card, or COD (additional \$10 if by COD)*
- *Deductibles may be paid by cash in participating PHP stores.*

*If your device is stolen, you will be required by Asurion to provide a police report. In order to initiate the claim process, see [www.phoneclaim.com/tmobile](http://www.phoneclaim.com/tmobile).*

***Warranty (Additional charge):***

*Covered: malfunctioning equipment within and beyond manufacturer's warranty*  
*Deductible: NO deductible is due for warranty claims.*

*\*Premium Handset Protection is an equipment repair and replacement program offered to T-Mobile customers. Asurion Insurance Services, Inc.\* is the agent and provides claims servicing under this program. Liberty Mutual Insurance Company is the underwriter of this product. Rates and deductibles are subject to change upon reasonable notice to insured, in accordance with state law. This is a replacement policy; there is no cash paid or reimbursement to insured's.*

### 3.6.12.3 Repair/replacement parts for all equipment covered under warranty;

***T-Mobile Response:*** *We offer a limited warranty on devices sold by T-Mobile to active customers with our service. Handsets and similar devices will be covered by the manufacturer for a period of one year from the contracted service date. Batteries, Chargers and Accessories are covered by a separate policy. A copy of the manufacturers' terms and conditions of the warranty will be provided with each device.*

*The warranty does not cover equipment that was purchased from a source other than T-Mobile, such as equipment purchased through another carrier or third party.*



- 3.6.12.4 Detail all situations where States may/will incur cost of repairs/replacement for equipment, i.e., shipping, gross neglect of equipment by subscriber, etc.;

***T-Mobile Response: Replacement of lost, stolen or damaged equipment not covered under warranty will be the responsibility of the States. We offer an insurance plan to reduce the replacement cost in these situations. Additionally, we offer upgrade eligibility at 13 months which will reduce costs for replacements required after the warranty period expires.***

- 3.6.12.5 Repairs for out of warranty equipment (i.e., discounted pricing for repairs);

***T-Mobile Response:***

***Devices returned through the Handset Exchange Program that do not qualify will currently be charged a \$100 Out of Warranty Fee. All customers must agree to this fee prior to placing a Handset Exchange order, in case the returned defective handset is found to be damaged or does not meet the one year warranty requirement.***

***The replacement unit is sent in a prepaid self-addressed package. Standard shipping through UPS ground takes up to 7 business days from the date the order was placed.***

***The device will be packaged with a pre-paid return label. The User will place the defective device in the shipping box and drop off at any UPS location.***

- 3.6.12.6 Repairs/replacements/loaner equipment in which replacement equipment will be new or factory refurbished; and

***T-Mobile Response: We do not provide Repair Service for Equipment at our retail locations; However T-Mobile does support all manufacture warranty periods.***

<b><i>Equipment Type</i></b>	<b><i>Warranty Period</i></b>
<b><i>New T-Mobile phone</i></b>	<b><i>12-month warranty</i></b>
<b><i>T-Mobile Warranty Replacement</i></b>	<b><i>Remainder of the original phone's 12-month warranty or 90 days, whichever is longer</i></b>



<b><i>T-Mobile Refurbished Device Program</i></b>	<b><i>90-day warranty</i></b>
<b><i>PHP Insurance Claim Replacement (Warranty failure only)</i></b>	<b><i>Remainder of the original phone's 12-month warranty or 6 months, whichever is longer</i></b>

***T-Mobile also offers a handset insurance program which can bill handset insurance services offered by Asurion Insurance Services, Inc. to protect devices from loss, theft, accidental damage, or malfunction. These services are available as a monthly fee billed to T-Mobile account. The Aggregate Volume Discount (AVD) does not apply to these services as they are not provided by T-Mobile. There are a few options available:***

***Premium Handset Protection Bundle (Additional charge):***

***Recent estimates indicate that nearly 20 million wireless phones and devices will be lost, stolen, or damaged this year. Replacing your equipment will likely cost more than your original investment. Calling the manufacturer for warranty service can be difficult and time consuming. With Premium Handset Protection, devices are replaced quickly, usually with one call.***

***Premium Handset Protection Bundle includes the following features which are also available separately:***

***Insurance (Additional charge):***

- Covered: lost, stolen\*, and accidentally damaged equipment***
- Deductible: A deductible will be due to Asurion at the time of a claim and may be paid by electronic check, credit card, or COD (additional \$10 if by COD)***
- Deductibles may be paid by cash in participating PHP stores.***

***If your device is stolen, you will be required by Asurion to provide a police report. In order to initiate the claim process, see [www.phoneclaim.com/tmobile](http://www.phoneclaim.com/tmobile).***

***Warranty (Additional charge):***

***Covered: malfunctioning equipment within and beyond manufacturer's warranty***

***Deductible: NO deductible is due for warranty claims.***

***\*Premium Handset Protection is an equipment repair and replacement program offered to T-Mobile customers. Asurion Insurance Services, Inc.\* is the agent and provides claims servicing under this program. Liberty Mutual Insurance Company is the underwriter of this product. Rates and deductibles are subject to change upon reasonable notice to insured, in accordance with state law. This is a replacement policy; there is no cash paid or reimbursement to insured's.***

### 3.6.12.7 Walk-in repairs at retail stores.

***T-Mobile Response:***

***T-Mobile does not provide repair service or loaners for equipment at our retail locations; However T-Mobile does support all manufacture warranty periods***

<b><i>Equipment Type</i></b>	<b><i>Warranty Period</i></b>
<b><i>New T-Mobile phone</i></b>	<b><i>12-month warranty</i></b>
<b><i>T-Mobile Warranty Replacement</i></b>	<b><i>Remainder of the original phone's 12-month warranty or 90 days, whichever is longer</i></b>
<b><i>T-Mobile Refurbished Device Program</i></b>	<b><i>90-day warranty</i></b>
<b><i>PHP Insurance Claim Replacement (Warranty failure only)</i></b>	<b><i>Remainder of the original phone's 12-month warranty or 6 months, whichever is longer</i></b>

***T-Mobile also offers a handset insurance program which can bill handset insurance services offered by Asurion Insurance Services, Inc. to protect devices from loss, theft, accidental damage, or malfunction. These services are available as a monthly fee billed to T-Mobile account. The Aggregate Volume Discount (AVD) does not apply to these services as they are not provided by T-Mobile. There are a few options available:***

***Premium Handset Protection Bundle (Additional charge):***

***Recent estimates indicate that nearly 20 million wireless phones and devices will be lost, stolen, or damaged this year. Replacing your equipment will likely cost more than your original investment. Calling the manufacturer for warranty service can be difficult and time consuming. With Premium Handset Protection, devices are replaced quickly, usually with one call.***

***Premium Handset Protection Bundle includes the following features which are also available separately:***

***Insurance (Additional charge):***

- Covered: lost, stolen\*, and accidentally damaged equipment***
- Deductible: A deductible will be due to Asurion at the time of a claim and may be paid by electronic check, credit card, or COD (additional \$10 if by COD)***
- Deductibles may be paid by cash in participating PHP stores.***

***If your device is stolen, you will be required by Asurion to provide a police report. In order to initiate the claim process, see [www.phoneclaim.com/tmobile](http://www.phoneclaim.com/tmobile).***

**Warranty (Additional charge):****Covered: malfunctioning equipment within and beyond manufacturer's warranty****Deductible: NO deductible is due for warranty claims.**

**\*Premium Handset Protection is an equipment repair and replacement program offered to T-Mobile customers. Asurion Insurance Services, Inc.\* is the agent and provides claims servicing under this program. Liberty Mutual Insurance Company is the underwriter of this product. Rates and deductibles are subject to change upon reasonable notice to insured, in accordance with state law. This is a replacement policy; there is no cash paid or reimbursement to insured's.**

- 3.6.13 Enclose all warranty information with all equipment at the time of delivery/shipment, and provide additional warranty information as requested by the subscriber.

**T-Mobile Response: Yes, warranty information will be included with the equipment.**

- 3.6.14 For each of equipment/device/accessory, submit a full listing of walk-in service/repair center locations in each respective state, with qualified personnel to repair the equipment on site that will manage all service and repairs under agreement. Include contact name and phone number for each location.

**T-Mobile Response: T-Mobile does not provide repair service or loaners for equipment at our retail locations; However T-Mobile does support all manufacture warranty period. All repair/warranty process is handled by Business Care over the phone.**

<b>Equipment Type</b>	<b>Warranty Period</b>
<b>New T-Mobile phone</b>	<b>12-month warranty</b>
<b>T-Mobile Warranty Replacement</b>	<b>Remainder of the original phone's 12-month warranty or 90 days, whichever is longer</b>
<b>T-Mobile Refurbished Device Program</b>	<b>90-day warranty</b>
<b>PHP Insurance Claim Replacement</b>	<b>Remainder of the original phone's 12-month warranty or 6 months, whichever is</b>

<i>(Warranty failure only)</i>	<i>longer</i>
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*T-Mobile also offers a handset insurance program which can bill handset insurance services offered by Asurion Insurance Services, Inc. to protect devices from loss, theft, accidental damage, or malfunction. These services are available as a monthly fee billed to T-Mobile account. The Aggregate Volume Discount (AVD) does not apply to these services as they are not provided by T-Mobile. There are a few options available:*

***Premium Handset Protection Bundle (Additional charge):***

*Recent estimates indicate that nearly 20 million wireless phones and devices will be lost, stolen, or damaged this year. Replacing your equipment will likely cost more than your original investment. Calling the manufacturer for warranty service can be difficult and time consuming. With Premium Handset Protection, devices are replaced quickly, usually with one call.*

*Premium Handset Protection Bundle includes the following features which are also available separately:*

***Insurance (Additional charge):***

- *Covered: lost, stolen\*, and accidentally damaged equipment*
- *Deductible: A deductible will be due to Asurion at the time of a claim and may be paid by electronic check, credit card, or COD (additional \$10 if by COD)*
- *Deductibles may be paid by cash in participating PHP stores.*

*If your device is stolen, you will be required by Asurion to provide a police report. In order to initiate the claim process, see [www.phoneclaim.com/tmobile](http://www.phoneclaim.com/tmobile).*

***Warranty (Additional charge):***

*Covered: malfunctioning equipment within and beyond manufacturer's warranty*  
*Deductible: NO deductible is due for warranty claims.*

*\*Premium Handset Protection is an equipment repair and replacement program offered to T-Mobile customers. Asurion Insurance Services, Inc.\* is the agent and provides claims servicing under this program. Liberty Mutual Insurance Company is the underwriter of this product. Rates and deductibles are subject to change upon reasonable notice to insured, in accordance with state law. This is a replacement policy; there is no cash paid or reimbursement to insured's.*

- 3.6.15 Have the ability to provide wireless data services for any equipment that has wireless voice service capability. List the equipment supported by your company and the supporting wireless data services; include a brief description of all services.

***T-Mobile Response: Comply. All the handsets listed in section 3.5 have the ability to use data basic data services, defined below as Feature Phone data.***

<i>Feature</i>	<i>Provides:</i>
<i>Feature Phone Data</i>	<i>Provides access to Mobile Data services on a pay as you go basis on a feature phone device.</i>
<i>Unlimited Feature Phone Data</i>	<i>Provides unlimited access to Mobile Data Service on a feature phone device.</i>
<i>BlackBerry 200 MB Web</i>	<i>200 MB bucket Web/Data</i>
	<i>BlackBerry BIS Only</i>
<i>BlackBerry Unlimited Web (BIS Only)</i>	<i>Unlimited Web/data</i>
	<i>Provides functionality for BIS ONLY</i>
<i>BlackBerry Unlimited Web (BIS and BES)</i>	<i>Unlimited BlackBerry BIS and BES services</i>
	<i>Unlimited Web / Data</i>
	<i>Unlimited BlackBerry Messenger (Pin Messaging)</i>
<i>BlackBerry Unlimited Web (BES Only)</i>	<i>Unlimited BlackBerry BES services</i>
	<i>Unlimited Web / Data</i>
<i>Android 200 MB</i>	<i>200 MB bucket Web/Data</i>
	<i>e-mail access (via the Web, Gmail, POP3, Exchange) on capable devices</i>
<i>Android Unlimited Web</i>	<i>Unlimited Web / Data</i>
	<i>Unlimited T-Mobile HotSpot® access on enabled device only</i>

<i>Feature</i>	<i>Provides:</i>
	<i>Unlimited e-mail access (via the Web, Gmail, POP3, Exchange) on capable devices</i>
<i>Android Unlimited Web Voice Barred</i>	<i>Unlimited Web / Data</i>
	<i>Blocks access to Voice services</i>
	<i>Unlimited T-Mobile HotSpot® access on enabled devices</i>
	<i>Unlimited e-mail access (via the Web, Gmail, POP3, Exchange)</i>
<i>Smartphone 200 MB</i>	<i>200 MB bucket Web/Data</i>
	<i>e-mail (via the Web, Gmail, POP3, Exchange) on capable devices</i>
<i>Smartphone Unlimited Web</i>	<i>Unlimited Web / Data</i>
	<i>Unlimited T-Mobile HotSpot® access on enabled devices</i>
	<i>Unlimited e-mail (via the Web, Gmail, POP3, Exchange) on capable devices</i>
<i>Smartphone Unlimited Web Voice barred</i>	<i>Unlimited Web / Data</i>
	<i>Blocks access to Voice services</i>
	<i>Unlimited T-Mobile HotSpot® access on enabled devices</i>
	<i>Unlimited e-mail (via the Web, Gmail, POP3, Exchange) on capable devices</i>
<i>Web Connect Unlimited</i>	<i>Unlimited Web/data on Data Only devices</i>

<i>Feature</i>	<i>Provides:</i>
	<i>Unlimited T-Mobile HotSpot data access</i>
<i>Web Connect 200 MB</i>	<i>200 MB bucket Web/Data on Data Only devices</i>

3.6.16 Provide priority data service to State employees with critical job duties that are responsible for responding to disaster/emergency event.

***T-Mobile Response: T-Mobile USA currently offers a service called Wireless Priority Service (WPS). It provides a means for National Security and Emergency Preparedness (NS/EP) telecommunications users to obtain priority access to available wireless radio channels when necessary to initiate emergency calls during periods of wireless network congestion. In times of national emergency or crisis, the system enables the designated WPS users to have a greater chance of being able to place calls.***

***WPS is intended only for key personnel and those individuals in national security and emergency response leadership positions. WPS is not intended for use by all emergency service personnel.***

- ***Priority calls are placed in queue for the next available radio resource, according to time and priority level of the caller.***
- ***Preemption is not allowed under FCC rules***
- ***Priority calls will not preempt calls in progress and WPS will not guarantee the completion of priority calls***
- ***Additionally, WPS users will not monopolize all available wireless resources.***
- ***WPS is provided via the nearest cell site to that cell, and thus users not in that very specific geography may be unaffected.***

***There are 5 access levels:***

***Executive Leadership and Policy Makers. Examples include:***

- ***President of the United States, Secretary of Defense, selected military leaders, and the minimum number of senior staff necessary to support these officials***
- ***State governors, lieutenant governors, cabinet-level officials responsible for public safety and health, and the minimum number of senior staff necessary to support these officials.***



- *Mayors, county commissioners, and the minimum number of senior staff to support these officials.*

*Disaster Response / Military Command and Control. Examples include:*

- *FEMA, National Coordinating Center for Telecommunications, National Interagency Fire Center, Federal Coordinating Officer, Federal Emergency Communications Coordinator, and Directory of Military Support*
- *State emergency Services director, National Guard Leadership, State and Federal Damage Assessment Team leaders.*
- *Federal, state, and local personnel with continuity of government responsibilities.*
- *Incident Command Center Managers, local emergency managers, other state and local elected public safety officials.*
- *Federal personnel with intelligence and diplomatic responsibilities.*

*Public Health, Safety, and Law Enforcement Command. Examples include:*

- *Federal law enforcement command*
- *State police leadership*
- *Local fire and law enforcement command*
- *Emergency medical service leaders*
- *Search and rescue team leaders*
- *Emergency communications coordinators*

*Public Service / Utilities and Public Welfare. Examples include:*

- *Army Corps of Engineers leadership*
- *Power, water, and sewage and telecommunications utilities*
- *Transportation leadership*

*Disaster Recovery. Examples include:*

- *Medical recovery operations leadership*
- *Detailed damage assessment leadership*
- *Disaster shelter coordination and management*
- *Critical Disaster Field Office support personnel*

*\*NCS decides priority level.*

3.6.17 Able to activate equipment and wireless data service within 24 hours after request in the event of a State disaster/emergency.

***T-Mobile Response: Comply.***

***Here is how:***

- ***If the usual activation procedures are inadequate given the disaster/emergency, we have 17 calls centers stationed throughout the U.S. that are linked together and would enable an emergency activation by authorized purchasers.***
- ***Agencies requiring emergency equipment should have on site pre-purchased equipment and a blank SIM cards that could be activated by our customer care department.***
- ***Emergency devices can be purchased from retail stores at full price.***

***Recommended Disaster Recovery Solution***

- ***T-Mobile can provide a pool of devices that are boxed for emergency/disaster use only. A small monthly T-Mobile charge would be assessed to keep the lines active.***
- ***The devices would be activated as outlined in section 3.5.21 with Wireless Priority Service.***
- ***Forward deployed devices would be active and only require insertion of a battery and power on.***

***T-Mobile's switch sites are manned at least 12 hours a day, 5 days a week. They are monitored 24 hours a day, 7 days a week 365 days a year by our Network Operation Centers (NOC). We have a West Coast NOC and an East Coast NOC for geographic separation in the event of a natural disaster. If T-mobile service/network is down due to emergency/disaster Wireless Priority Service will be disabled, until network is in operation.***

3.6.18 Detail procedures required applying for and initiating priority status service.

***T-Mobile Response: Feature Approval Process***

- ***Government Point of Contact (POCs) apply for WPS priorities via the application form posted on WPS.NCS.GOV website.***
- ***WPS.NCS.GOV is the WPS specific website for the National Communication System.***
- ***NCS approves or denies the request.***
- ***If approved, NCS notifies T-Mobile and the appropriate feature to the end users account.***

***All questions and requests for WPS should be referred to NCS.***

**Feature Activation Process**

*To active WPS, the caller simply needs to dial \*272 then the number they are calling and the service is invoked for that one phone call. There is nothing that needs to be done on T-Mobile's part to activate this service in the event of a disaster.*

3.6.19 List all fees associated with priority service.

**T-Mobile Response:****WPS Rate:**

- *T-Mobile rate plan charges will apply to WPS call minutes, pricing subject to users rate plan.*
- *WPS calls are an additional \$0.75 per minute*
- *Calling Area based on active Rate Plan listed on account*
- *International rates apply where applicable*

*The user invokes charge for competed calls when invoking WPS service each time the service. This charge is in addition to standard airtime rate.*

3.6.20 Have the ability to provide wireless data services that have wireless voice service capability. List the equipment that is not supported by your company and the supporting wireless data services; include a brief description of all services.

***T-Mobile Response: Equipment which IS NOT supported by T-Mobile would be non-GSM-based devices which are neither supported by our BPS partners nor certified on our network.***

***Our certification requirements are designed to ensure devices with the best voice quality, hardware reliability and user friendly interface are brought to market. In addition, to our extensive in-house terminal testing, evaluation and certification program, T-Mobile utilizes PTCRB (PCS Type Certification Review Board) – a third party testing system administered by the Cellular Telephone Industry Association.***

***For more information on PTCRB testing, visit: <http://www.ptcrb.com>***

***Listings of some of these non-stocked devices which may be offered through the T-Mobile Business Partner Services group are listed in the Technical Confidential section of this response.***

- 3.6.21 Describe whether you will be using partners or resellers for this contract. If so, provide any necessary certification with response, and a list of recommended resellers.

*T-Mobile Response: T-Mobile Partners and Resellers are authorized to provide products and services to T-Mobile customers upon request of a WSCA state. To better serve WSCA and State agencies T-Mobile has included information from Partners and/or Resellers in this RFP Response. While T-Mobile has taken reasonable actions to ensure its accuracy, the information is provided on an “as is, where is, with all faults” basis and T-Mobile cannot guaranty that such information is accurate or complete.*

*T-Mobile has created a Business Partner Sales (BPS) channel to construct and facilitate solutions for customers that T-Mobile does not offer on its own. Within each territory, a Regional Sales Manager (RSM) is assigned to manage partnerships with T-Mobile Business Partners and Resellers.*

*T-Mobile Business Partners provide a wide range of products and services that complement T-Mobile service, while Resellers have the ability to activate a T-Mobile line of service along with their unique value-added solutions. At the invitation of a Sales Representative the RSM can consult with WSCA and State agencies to recommend a Partner or Reseller upon request of a WSCA state and assist with the establishment of the relationship between the parties. We have created a co-sales methodology so that WSCA and State agencies can continue to work with a Sales Representative while utilizing a T-Mobile Business Partner. This allows Business Partners and Resellers to offer their services, which could include special applications and devices that expand the offer set, alongside our aggressive pricing and award winning customer support.*

*In addition, Third party equipment or Handsets that are not provided directly by T-Mobile (“Third Party Equipment”) may be capable of functioning on the T-Mobile network through use of a T-Mobile SIM card. However, Third Party Equipment may not function properly with T-Mobile’s Service and features, and will not receive Customer Care support. T-Mobile further does not provide any warranty of any kind on Third Party Equipment. It is important to procure devices of proven quality. We also have high standards for our products, and we are considered one of the most demanding carriers in the industry regarding device certification. Again, T-Mobile provides this service through a BPS Partner upon request of a WSCA state.*

- 3.6.22 Define any value-add services as part of your offering in your response. This may include, but not necessarily be limited to:

- Satellite capabilities;
- Emergency services;
- Green initiatives; and

- Buyback programs.

***T-Mobile Response:***

*See the Technical Confidential section for additional value-add services.*

***Green Initiatives***

*T-Mobile has several "green" initiatives currently underway including online billing to reduce paper usage and our handset recycling program which is available in every store.*

*T-Mobile introduced the first handset made from post consumer recycled plastic and the Green Perks application for android handsets which assists users in making environmentally friendly purchasing choices.*

*As a supporter of the United Nation's "Global Compact" (<http://www.unglobalcompact.org/>), and a founding member of the Global eSustainability Initiative ([www.gesi.org](http://www.gesi.org)), our parent company Deutsche Telekom is well on its way to achieving this lofty goal. The company has been listed for three years in a row on 8 of the top 11 global sustainability indices, and recently published its 2009 Corporate Responsibility annual report. The company has been developing a broad-based corporate responsibility program since 2008 with the strategic goal of making Deutsche Telekom an international leader in corporate responsibility.*

*T-Mobile has recycling and energy conservation programs in its offices and data centers. All plastic bags used in our retail stores are printed using water-based inks to minimize water emissions. These inks do not contain any heavyweight metals and are filtered through a printing system to avoid any unprocessed waste entering the water system.*

*T-Mobile is teaming up with the Arbor Day Foundation to help replant and reforest critical habitats across the country. T-Mobile customers have helped plant over 1 million trees*

*We also are working to better understand our carbon footprint impacts. Further information and updates can be found on our mobilize website at:*

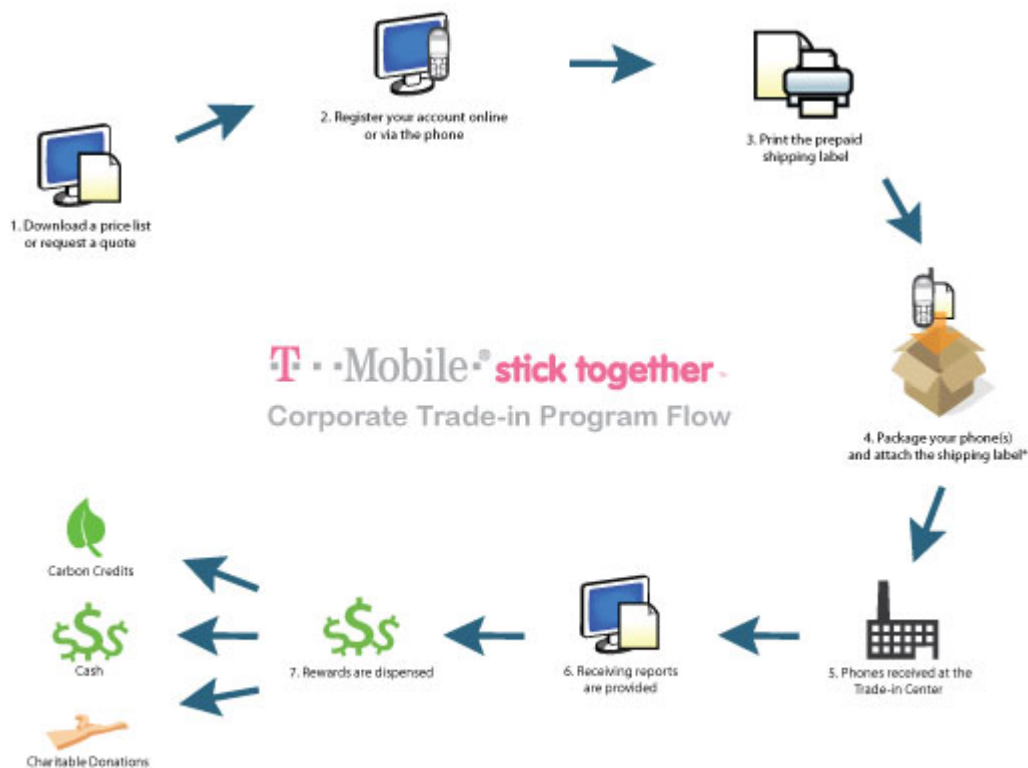
***<http://www.mobilizewitht-mobile.com/>***

***Trade in program***

*Our trade-in program provides a simple and efficient way to trade in old mobile devices for a monetary incentive.*

State agencies can choose from the following rewards for old phones:

- **Cash back**
- **Carbon credits**
- **Charitable donations**



\*For quantities greater than 50 please contact us for customized shipping supplies

***It is simple, easy and fast. For additional information on the Trade-In Recycle Program visit [www.t-mobiletradein.com](http://www.t-mobiletradein.com)***

***Benefits to T-Mobile's trade-in program are:***

- ***Dedicated 800 number for T-Mobile customers only: 1(888) 890-0199***
- ***Dedicated quote desk for T-Mobile customers***
- ***Completely cost-free***
- ***Guaranteed data removal before the device is recycled***
- ***Guaranteed environmental stewardship***
- ***ISO 14001 Registered***
- ***Comply with all relevant federal, state and local legislation***



- *100% secure and documented destruction*
- *Free prepaid shipping labels and free shipping materials*

*All quotes requested will be sent within 48 hours of the request. Receiving and credit reports will be available within 10 days of the close of the month and will include the entire month's activity. Payment will be paid within 30 days.*

- 3.6.23 Define how you will improve coverage to using entity offices (buildings/facilities/sub-ground level offices, etc.) that experience inadequate wireless voice service. Identify all basic equipment provided as necessary for your standard operation within your wireless network. Provide in your cost proposal, any hourly rates or other associated costs for on-site installations that may be necessary.

*T-Mobile Response: When a coverage improvement is requested, a T-Mobile RF Engineer and Construction consultant will visit the customer location site, measure signal strength outside of the facility and throughout the facility, taking particular note of areas within the facility designated by customer as being of critical importance (executive area, sales, etc.).*

*The RF Engineer and Construction consultant will review building plans to determine composition of walls, location of existing telephone lines, conduit and wiring.*

*The RF Engineer and Construction will consultant propose in-building microcell solution which may include a distributed antenna system, using IP BTS or microcell, taking into account the number of existing and expected users, the balance of usage (voice/data devices), and any customer-specific installation or design requirements.*

*A proposal will be presented to the customer for discussion where modifications can be made as needed. Once the proposal is accepted customer, the project is presented to the Area Director of Operations for approval. Upon Area Director's approval; the In-Building Coverage (equipment) agreement is sent to the Customer for execution.*

*Once the In-Building Coverage agreement is signed; the construction team contacts the customers facility management to schedule necessary visits for installation of circuits, T-1 telephone line, internet connections final installation plans, etc.. Date to begin installation would be set at this time. The equipment will be installed on designated date and finally the engineering "commissioning" team will bring the site on-line.*



*Once approved, the In-Building Solution request form and paperwork allows the regional & local RF engineering teams to perform in-building surveys and final walkthroughs for coverage check and where enhancements may be needed. Based on the results; the RF engineering team proposes an in-building solution which could be based on implementing IP BTS or other solutions. This decision is at the discretion of the engineering team.*



### 3.7 ACCESSORIES/EQUIPMENT/DEVICES (BAND 3)

- 3.7.2 In addition to the items specifically listed herein, purchasing entities will be allowed to order from the successful vendor's regular product line for delivery F.O.B. destination to any point within the using states. Provide with your response, a link to your on-line catalog.

***T-Mobile Response: Partially Comply. We will provide 25% off of MSRP on our full line of accessories. Our standard shipping is 3- 5 days. Overnight (New Activations), Express(Handset upgrades) shipping is available at an additional cost to all the current WSCA states. At this point in time, T-Mobile does not offer an on-line catalog of accessories. We are, however, working diligently to create an on-line portal in the near future.***

- 3.7.3 At vendor's expense, vendor shall arrange for pick up of products returned because of quality problems, duplicated shipments, outdated products, etc., within five (5) business days after notification with no restocking charge and replaced with specified products or the using entity shall be credited or refunded for the full purchase price. Standard stock products ordered in error by using entities must be returned for credit within fifteen (15) days of receipt. Products must be in resalable condition and in original container, unused.

***T-Mobile Response: Comply. Subscribers will have a 30 day unconditional, no risk guarantee on all devices. Our sales representatives will ensure device satisfaction during this time with a new replacement device. Devices must be returned in a "like new" condition with all its included parts and packaging. If an error was made on T-Mobile's behalf, we will either pick up or credit the shipping expense of the return at our discretion. If not due to T-Mobile error, items will be returned at customer's expense. Either way, a full refund will be issued within a timely manner once equipment is determined to be in resalable condition and in original container, unused.***

- 3.7.4 Define distribution capabilities. Prices for all items associated with this contract are to be F.O.B. destination to anywhere within the participating entities.

***T-Mobile Response:***

*T-Mobile currently offers standard 3-5 days delivery at no charge and expedited (overnight) delivery for an additional charge to all current WSCA states.*

- 3.7.5 Define ARO (After Receipt of Order) lead times. The preferred delivery time is not more than five (5) calendar days.

***T-Mobile Response:***

*Upon award of the bid, T-Mobile will use commercially reasonable efforts to adhere to the following standard 3 to 5 business day order turn around:*

- *Orders that are submitted to Sales Support for processing free of error will be entered in T-Mobile's system within 24-48 hours of receipt.*
- *Standard shipping is via 3-day air and is offered at no additional charge.*
- *Express (overnight) shipping is available for an additional charge per device. Customers are advised to submit overnight orders for processing by 2:00 pm local time.*
- *Orders that are incomplete will be returned for corrections which could slow the process. Orders that are resubmitted for processing will be prioritized in the order in which they are received.*

- 3.7.6 Provide detailed warranty information.

***T-Mobile Response:***

*We offer a limited warranty on devices sold by T-Mobile to active customers with our service. Handsets and similar devices will be covered by the manufacturer for a period of one year from the contracted service date. Batteries, Chargers and Accessories are covered by a separate policy. A copy of the manufacturers' terms and conditions of the warranty will be provided with each device. The warranty does not cover equipment that was purchased from a source other than T-Mobile, such as equipment purchased through another carrier or third party.*

*T-Mobile does not support additional accessory warranties beyond our 30 day guarantee, even for accessories packaged with the handset, including:*

- *Memory cards*
- *Bluetooth and/or Hands Free Headsets*
- *Hands Free Headsets*
- *Car chargers*
- *Travel adaptors*

*For warranty support the customer will need to contact the Manufacturer.*

## 4. COMPANY BACKGROUND AND REFERENCES

## 4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	<b><i>T-Mobile USA, Inc.</i></b>
Ownership (sole proprietor, partnership, etc.):	<b><i>Deutsch Telekom AG</i></b>
State of incorporation:	<b><i>Delaware</i></b>
Date of incorporation:	<b><i>June 18, 1999</i></b> <b><i>(dba: Voice Stream before that)</i></b>
# of years in business:	<b><i>12+</i></b>
List of top officers:	<b><i><u>Philipp Humm</u>: Chief Executive Officer and President</i></b> <b><i><u>Jim Alling</u>: Chief Operations Officer</i></b> <b><i><u>Cole Brodman</u>: Chief Marketing Officer</i></b> <b><i><u>Peter Ewens</u>: Chief Strategy Officer</i></b> <b><i><u>Larry Myers</u>: Chief People Officer</i></b> <b><i><u>Dave Miller</u>: General Counsel and Chief Legal Officer</i></b> <b><i><u>Neville Ray</u>: Chief Technology Officer</i></b>
Location of company headquarters:	<b><i>US Headquarters: Bellevue, Washington</i></b> <b><i>Parent Company Headquarters: Bonn, Germany</i></b>
Location(s) of the company offices:	<b><i>Bellevue WA is the US headquarters</i></b> <b><i>Various State sales offices throughout the US</i></b>
Location(s) of the office that will provide the services described in this RFP:	<b><i>T-Mobile</i></b> <b><i>David Bezzant</i></b> <b><i>2625 S. Plaza Dr. Ste 400</i></b> <b><i>Tempe, Arizona 85282</i></b>  <b><i>T-Mobile</i></b> <b><i>Jacque Lee</i></b> <b><i>121 Election Road Suite 330,</i></b> <b><i>Draper, Utah 84020</i></b>

Number of employees locally with the expertise to support the requirements identified in this RFP:	<b><i>36,000 Nationwide</i></b>
Number of employees nationally with the expertise to support the requirements in this RFP:	<b><i>3 T-Mobile Senior Leadership Individuals- 2 V.P, 1 Directors- Washington and California 2 WSCA Account Managers- Arizona and Utah 31 WSCA Regional Account Managers- This number will increase as additional States and Political Subs sign WSCA PA's.- See below 5 Government Sales Coordinators- Nationwide 4- Dedicated Care Representatives for escalated WSCA reporting needs- Washington</i></b>
Location(s) from which employees will be assigned for this project:	<b><i>See Below</i></b>

State	Name	State/ Signed PA
AZ	Todd Campbell -2625 S Plaza Dr Ste 400 Tempe AZ 85282	State of Arizona – WSCA – City, Counties, School Districts
AZ	Todd Campbell-2625 S Plaza Dr Ste 400 Tempe AZ 85282	State of Arizona (Hospice of the Valley Only)-WSCA
AZ	Will Davin-2625 S Plaza Dr Ste 400 Tempe AZ 85282	State of Arizona (Salt River Project Only)- WSCA
AZ	Will Davin-2625 S Plaza Dr Ste 400 Tempe AZ 85282	State of Arizona – WSCA – State Agencies
AR	Joshua Chun-Frisco Bridges Tech Campus, Frisco TX, 75034	State of Arkansas - WSCA
CO	Christine Telea-5460 S Quebec St Ste 260 Greenwood Village, CO 80111	State of Colorado – WSCA – State Agencies
CO	Mike Warren-5460 S Quebec St Ste 260 Greenwood Village, CO 80111	State of Colorado – WSCA – City, Counties, School Districts
FL	Elizabeth Battaglia -1300 Concord Terrace Ste 200 Sunrise, FL 33323	State of Florida (Center for Family and Child Enrichment, Inc., Only)-WSCA
FL	Henry Hamels -3407 W Dr MLK Jr Blvd Tampa, FL 33607	State of Florida (City of Leesburg Only) - WSCA
FL	Elizabeth Battaglia -1300 Concord Terrace Ste 200 Sunrise, FL 33323	State of Florida (City of North Miami Beach Only) - WSCA
FL	Katherine Glick -1300 Concord Terrace Ste 200 Sunrise, FL 33323	State of Florida (City of Plantation Only) - WSCA
FL	Pete Vargas-1300 Concord Terrace Ste 200 Sunrise, FL 33323	State of Florida (City of Sunny Isles Beach Only) - WSCA
FL	Elizabeth Battaglia -1300 Concord Terrace Ste 200 Sunrise, FL 33323	State of Florida (Devereux Florida Only) - WSCA
FL	Elizabeth Battaglia -1300 Concord Terrace Ste 200 Sunrise, FL 33323	State of Florida (Family Preservation of Florida, Inc. Only) - WSCA
FL	Kelly Curtis -3407 W Dr MLK Jr Blvd Tampa, FL 33607	FL (Hillsborough Community College, Inc (HCC) Corp/Emp only)- WSCA
FL	Kelly Curtis -3407 W Dr MLK Jr Blvd Tampa, FL 33607	State of Florida (Hillsborough County Only) - WSCA



State	Name	State/ Signed PA
FL	Carl Villarosa -3407 W Dr MLK Jr Blvd Tampa, FL 33607	State of Florida (Northside Mental Health Center, inc. Only)- WSCA
FL	Carey Carter -4700 Millenia Blvd Ste 290 Orlando, FL 32839	State of Florida (Orlando Utilities Commission dba OUC Only)- WSCA
FL	Kelly Curtis -3407 W Dr MLK Jr Blvd Tampa, FL 33607	State of Florida (Polk County Public Schools Only) - WSCA
FL	Pete Vargas-1300 Concord Terrace Ste 200 Sunrise, FL 33323	State of Public Health Turst of Miami0Dade County Florida only)-WSCA
FL	Elizabeth Battaglia -1300 Concord Terrace Ste 200 Sunrise, FL 33323	State of Florida (Sagemont School, L.C., The Only) - WSCA
FL	Pete Vargas-1300 Concord Terrace Ste 200 Sunrise, FL 33323	State of Florida (School Board of Broward County Only) - WSCA
FL	Carey Carter -4700 Millenia Blvd Ste 290 Orlando, FL 32839	State of Florida (University of Central Florida Only) - WSCA
FL	Carey Carter -4700 Millenia Blvd Ste 290 Orlando, FL 32839	State of Florida University of North Florida Corp/Faculty/Staff Only- WSCA
FL	Henry Hamels -3407 W Dr MLK Jr Blvd Tampa, FL 33607	State of Florida (University of South Florida Corporate Accounts Only) - WSCA
HI	Karen Barton -121 Election Rd Ste 330 Draper, UT 84020	State of Hawaii - WSCA
ID	Karen Barton -121 Election Rd Ste 330 Draper, UT 84020	State of Idaho - WSCA
IA	Daniel Stoner -8000 West 78th St Ste 400 Edina, MN 55439	State of Iowa - WSCA
MD	Douglas Bumgardner	State of Maryland - WSCA
MN	Alexander Ciric	State of Minnesota Department of Human Services
MO	James Sanders -12980 Foster St Ste 200 Overland Park, KS 66213	State of Missouri - WSCA
NV	Laura Miller -3441 S Eastern Ave Ste 300 Las Vegas, NV 89109	State of Nevada – WSCA – City, Counties, School Districts

State	Name	State/ Signed PA
NV	Will Davin-2625 S Plaza Dr Ste 400 Tempe AZ 85282	State of Nevada (Clark County School District Only)-WSCA
NV	Mike Johnson -3441 S Eastern Ave Ste 300 Las Vegas, NV 89109	State of Nevada – WSCA – State Agencies
NV	Will Davin-2625 S Plaza Dr Ste 400 Tempe AZ 85282	State of Nevada Colorado River Commission-WSCA
NM	Will Davin-2625 S Plaza Dr Ste 400 Tempe AZ 85282	State of New Mexico (Bernalillo County Only) - WSCA
NM	Will Davin-2625 S Plaza Dr Ste 400 Tempe AZ 85282	State of New Mexico (Central New Mexico Community College Only) - WSCA
NM	Chara Ammerman -2625 S Plaza Dr Ste 400 Tempe AZ 85282	State of New Mexico (Valencia County Only) - WSCA
OK	James Carman -4533 Enterprise Dr Oklahoma City, OK 73128	State of Oklahoma (City of Enid, OK) - WSCA
OK	James Carman -4533 Enterprise Dr Oklahoma City, OK 73128	State of Oklahoma (City of Oklahoma City Only) - WSCA
OK	Chara Ammerman -2625 S Plaza Dr Ste 400 Tempe AZ 85282	State of Oklahoma (University of Oklahoma Only) - WSCA
OK	James Carman -4533 Enterprise Dr Oklahoma City, OK 73128	State of Oklahoma (Western Heights Public Schools) - WSCA
OR	Richard Sherman -15895 SW 72nd Ave #100 Portland, OR 97224	State of Oregon (Corporate Only) - WSCA
PA	John McCabe -1265 Drummers LN Ste 206 Wayne, PA 19087	State of Pennsylvania (Commonwealth of Pennsylvania Only) - WSCA
PA	Aimee Marcionetti -1265 Drummers LN Ste 206 Wayne, PA 19087	State of Pennsylvania (A Second Chance, Inc. Only) - WSCA
PA	Albert Schell -1265 Drummers LN Ste 206 Wayne, PA 19087	State of Pennsylvania (Abington Memorial Hospital DBA Abington Health Only) - WSCA
PA	Aimee Marcionetti -1265 Drummers LN Ste 206 Wayne, PA 19087	State of Pennsylvania (American Association For Cancer Research, Inc. Only) - WSCA
PA	Aimee Marcionetti -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (Children's Crisis Treatment Center Only)- WSCA

State	Name	State/ Signed PA
PA	Aimee Marcionetti -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (Congreso de Latinos Unidos Only) - WSCA
PA	Aimee Marcionetti -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (Delaware Valley Association for the Education of Young Children Only) - WSCA
PA	Donald Penrod -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (Lehigh Valley Health Network, Inc. dba LVHN Only) - WSCA
PA	Albert Schell -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (Main Line Health, Inc.) - WSCA
PA	Aimee Marcionetti -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (Northeast Treatment Centers, Inc. - Only) - WSCA
PA	Aimee Marcionetti -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (Office of Commissioner for Burns Only) - WSCA
PA	Aimee Marcionetti -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (Public Citizens for Children and Youth Only) - WSCA
PA	Albert Schell -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (The Children's Hospital of Philadelphia dba CHOP Only) - WSCA
PA	Michael Brugger -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (The Pennsylvania State University - Corporate Only) - WSCA
PA	Albert Schell -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (University of Pittsburgh - Corporate/Faculty/Staff Only) - WSCA
PA	Albert Schell -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (University of Pittsburgh Medical Center dba UPMC Only) - WSCA
PA	Aimee Marcionetti -1265 Drummers Ln Ste 206 Wayne, PA 19087	State of Pennsylvania (WES Health Centers Inc Only) - WSCA
TX	Joshua Chun -7668 Warren Pkwy Frisco Bridges Tech Campus Frisco, TX 75034	State of Texas (City of Dallas, TX Only) - WSCA
TX	Tammy Gabbard -3801 S Capital of TX Hwy Ste 300 Austin, TX 78704	State of Texas (United Way Capital Area Only) - WSCA

State	Name	State/ Signed PA
UT	<i>Karen Barton -121 Election Rd Ste 330 Draper, UT 84020</i>	<i>State of Utah – WSCA – City, Counties, School Districts</i>
UT	<i>Rachelle Buckner -121 Election Rd Ste 330 Draper, UT 84020</i>	<i>State of Utah – WSCA – State Agencies</i>
WA	<i>Richard Sherman -15895 SW 72nd Ave #100 Portland, OR 97224</i>	<i>State of Washington Department of Information Services (DIS) (Corporate Only) - WSCA</i>

- 4.1.2 **Please be advised**, pursuant to NRS §80.010, companies organized or incorporated under the laws of another state, territory, District of Columbia, or foreign country must register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

***T-Mobile Response: We have read and understand.***

- 4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

Question	Response
Nevada Business License Number:	<b><i>C31981-1999</i></b>
Legal Entity Name:	<b><i>T-Mobile USA, Inc.</i></b>

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes	<b><i>X</i></b>	No	
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If “No”, provide explanation.

- 4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). It is the vendor’s responsibility to verify these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

***T-Mobile Response: We have read and understand.***

- 4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes	<b>X</b>	No	
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If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

***T-Mobile Response: These are the current agencies we have WSCA PAs with.***

Question	Response
Name of State agency:	<b><i>State of Nevada</i></b>
State agency contact name:	<b><i>Teri Smith</i></b>
Dates when services were performed:	<b><i>Current</i></b>
Type of duties performed:	<b><i>Wireless Services</i></b>
Total dollar value of the contract:	<b><i>Proprietary and Confidential</i></b>

- 4.1.6 Is the vendor or any of the vendor’s employees employed by the State of Nevada, any of its political subdivisions or by any other government?

Yes		No	<b>X</b>
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If “Yes”, is the employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

- 4.1.7 Disclosure of all alleged prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable within the past six (6) years.

Yes		No	<b>X</b>
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, litigation, or investigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

***T-Mobile Response: T-Mobile takes exception to the word “alleged” in this requirement. T-Mobile only has knowledge of litigation that has been filed against it and served.***

***As a matter of company policy, T-Mobile does not comment on ongoing litigation. However, as are all of the US national wireless carriers, T-Mobile is a litigant in over 100 active cases throughout the United States involving consumer-related issues, patent issues and other contract – related issues. None of these cases will inhibit T-Mobile from providing the products and services to be provided under the WSCA contract. T-Mobile is also a Multiple Award Schedule 70 Contractor with the General Services Administration and to its best knowledge is in compliance with its GSA contract T-Mobile is not and has not been debarred from government contracting anywhere in the United States. If the Western States Contract Alliance requires additional information, please let us know.***

4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.

***T-Mobile Response: Through the Federal Communications Commission (FCC) auctions of broadband PCS licenses in 1995, 1997 and 1999, Western Wireless Corp. acquired PCS licenses through its VoiceStream Wireless subsidiary. Western Wireless, based in Bellevue, Wash., was formed in 1994 through the merger of General Cellular Corp. and Pacific Northwest Cellular, both led by John W. Stanton. Stanton, also a co-founder of McCaw Cellular Communications, is regarded as a leader and visionary in the wireless industry.***

***VoiceStream launched the first auctioned PCS license in Honolulu, Hawaii, on Feb. 29, 1996, and continued to aggressively build out its PCS licenses in the***



*western United States, based on the GSM technology platform. On May 3, 1999, VoiceStream Wireless was spun off from its parent company, Western Wireless. In February and May 2000, VoiceStream completed merger transactions with two other regional GSM service providers, Omnipoint Communications and Aerial Communications. VoiceStream fully integrated the three companies by the end of 2000, converting to a single customer billing platform, implementing standard business practices, and successfully launching the VoiceStream Wireless brand name and Get More® value proposition in all markets including New York, Philadelphia, Miami, Tampa and Detroit.*

*On May 31, 2001, Deutsche Telekom AG, based in Bonn, Germany, completed its acquisitions of VoiceStream Wireless Corp. and Powertel Inc., adding a U.S. member to its mobile telecommunications subsidiary, T-Mobile International. Other member companies included T-D1 in Germany, One2One in the United Kingdom, MaxMobil in Austria and RadioMobil in the Czech Republic. In April 2002, T-Mobile International began bringing its family of companies together under the T-Mobile global brand name exclusively. This initiative culminated September 3, 2002 with the final transition of the VoiceStream brand name to T-Mobile across the United States.*

*For more information regarding T-Mobile's history and achievements see our homepage at:*

*<http://www.t-mobile.com/Company/CompanyInfo.aspx?tp=Abt Tab CompanyOverview&tsp=Abt Sub History>*

- 4.1.9 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

***T-Mobile Response: T-Mobile has been providing wireless services for at least 12 years.***

- 4.1.10 Financial information and documentation to be included in Part III, Confidential Financial of vendor's response in accordance with ***Section 9.5, Part III – Confidential Financial.***

- 4.1.10.1 Dun and Bradstreet number
- 4.1.10.2 Federal Tax Identification Number
- 4.1.10.3 The last two - (2) years and current year interim:
  - A. Profit and Loss Statement
  - B. Balance Statement

***T-Mobile Response: Yes, we have provided this information in Section 9.5, Part III Confidential Financial.***



## 4.2 SUBCONTRACTOR INFORMATION

- 4.2.1 Does this proposal include the use of subcontractors? Check the appropriate response in the table below.

Yes	<b>X</b>	No	
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If “Yes”, vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

***T-Mobile Response: We have included partner provided products in response to 3.5.24 as a value-add program. T-Mobile Partners and Resellers are authorized by T-Mobile to provide our products and services upon request of a WSCA state. To better serve WSCA and State agencies T-Mobile has included information from Partners and/or Resellers in this RFP Response. Partners are not traditional subcontractors, each state would likely contract with partners directly for procurement of devices.***

***T-Mobile has created a Business Partner Sales (BPS) channel to construct and facilitate solutions for customers that T-Mobile does not offer on its own. Within each territory, a Regional Sales Manager (RSM) is assigned to manage partnerships with T-Mobile Business Partners and Resellers.***

***T-Mobile Business Partners provide a wide range of products and services that complement T-Mobile service, while Resellers have the ability to activate a T-Mobile line of service along with their unique value-added solutions. At the invitation of a Sales Representative the RSM can consult with WSCA and State agencies to recommend a Partner or Reseller upon request of a WSCA state and assist with the establishment of the relationship between the parties. We have created a co-sales methodology so that WSCA and State agencies can continue to work with a Sales Representative while utilizing a T-Mobile Business Partner. This allows Business Partners and Resellers to offer their services, which could include special applications and devices that expand the offer set, alongside our aggressive pricing and award winning customer support.***

***While T-Mobile has taken reasonable actions to ensure its accuracy, the information is provided on an “as is, where is, with all faults” basis and T-Mobile cannot guaranty that such information is accurate or complete.***

***In addition, Third party equipment or Handsets that are not provided directly by T-Mobile (“Third Party Equipment”) may be capable of functioning on the T-Mobile network through use of a T-Mobile SIM card. However, Third Party Equipment may not function properly with T-Mobile’s Service and features, and will not receive Customer Care support. T-Mobile further does not provide any warranty of any kind on Third Party Equipment. It is important to procure devices of proven quality. We also have high standards for our products, and we are considered one of the most demanding carriers in the industry regarding device***

*certification. Again, T-Mobile provides this service through a BPS Partner upon request of a WSCA state.*

- 4.2.1.2 Provide the same information for any proposed subcontractors as requested in *Section 4.1, Vendor Information*.

*T-Mobile Response: We have provided information for two of our partners, Brightpoint and USA Mobility, on the following pages.*

**Partner: Brightpoint****4.1 VENDOR INFORMATION**

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	<i>Actify LLC a Brightpoint Company</i>
Ownership (sole proprietor, partnership, etc.):	<i>LLC</i>
State of incorporation:	<i>Indiana</i>
Date of incorporation:	<i>March 28, 2003</i>
# of years in business:	<i>8</i>
List of top officers:	<i>Mark Howell President</i> <i>Robert Laiken Chairman of the Board</i> <i>Anthony Boor EVP, CFO, and Treasure</i> <i>Craig M Carpenter EVP General Counsel and Secretary</i> <i>Jac Currie EVP and CIO</i> <i>Vincent Donargo EVP, Chief Accounting Officer and Controller</i> <i>Larry Paulson EVP and Chief Marketing Officer</i>
Location of company headquarters:	<i>Indianapolis, IN</i>
Location(s) of the company offices:	<i>Indianapolis IN</i> <i>Plainfield, IN</i> <i>Miami, FL</i>

Question	Response
	<i>Louisville, KY</i> <i>Reno, NV</i> <i>Dallas, TX</i> <i>Bristol, TN</i> <i>Hatfield, PA</i> <i>Las Piedras, PR</i>
Location(s) of the office that will provide the services described in this RFP:	<i>Plainfield, IN</i>
Number of employees locally with the expertise to support the requirements identified in this RFP:	<i>300</i>
Number of employees nationally with the expertise to support the requirements in this RFP:	<i>800</i>
Location(s) from which employees will be assigned for this project:	<i>Plainfield, IN</i>

- 4.1.2 **Please be advised**, pursuant to NRS §80.010, companies organized or incorporated under the laws of another state, territory, District of Columbia, or foreign country must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.
- 4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

Question	Response
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Question	Response
Nevada Business License Number:	<i>In Process</i>
Legal Entity Name:	<i>Brightpoint NA</i>

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes		No	<i>X</i>
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If “No”, provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). It is the vendor’s responsibility to verify these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	<i>X</i>
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If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	

Question	Response
Type of duties performed:	
Total dollar value of the contract:	

- 4.1.6 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?

Yes		No	<b>X</b>
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If "Yes", is the employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

- 4.1.7 Disclosure of all alleged prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable within the past six (6) years.

Yes		No	<b>X</b>
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If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response
Date of alleged contract failure or breach:	
Parties involved:	
Description of the contract failure, contract breach, litigation, or investigation, including the products or	

Question	Response	
services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.

**Brightpoint Response:** *Brightpoint, Inc. (Nasdaq:CELL) is a global leader in providing supply chain solutions to leading stakeholders in the wireless industry. In 2010, Brightpoint handled approximately 99 million wireless devices globally. Brightpoint's innovative services include distribution channel management, procurement, inventory management, software loading, kitting and customized packaging, fulfillment, product customization, eBusiness solutions, and other outsourced services that integrate seamlessly with its customers. Brightpoint's effective and efficient platform allows its customers to benefit from quickly deployed, flexible, and cost effective solutions. The company has approximately 4,000 employees in more than 25 countries. In 2010, Brightpoint generated revenue of \$3.6 billion. Brightpoint provides distribution and customized services to more than 25,000 B2B customers worldwide. Additional information about Brightpoint can be found on its website at [www.brightpoint.com](http://www.brightpoint.com), or by calling its tollfree information and Investor Relations line at 877-IIR-CELL (877-447-2355).*

- 4.1.9 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

**T-Mobile Response:** *No information provided by Brightpoint.*

- 4.1.10 Financial information and documentation to be included in Part III, Confidential Financial of vendor's response in accordance with **Section 9.5, Part III – Confidential Financial**.

- 4.1.10.1 Dun and Bradstreet number
- 4.1.10.2 Federal Tax Identification Number
- 4.1.10.3 The last two - (2) years and current year interim:



- C. Profit and Loss Statement
- D. Balance Statement

***T-Mobile Response: We have provided this information in Section 9.5, Part III Confidential Financial.***

**Partner: USA Mobility****4.1 VENDOR INFORMATION**

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	<b><i>USA Mobility Wireless, Inc.</i></b>
Ownership (sole proprietor, partnership, etc.):	<b><i>Corporation</i></b>
State of incorporation:	<b><i>Delaware</i></b>
Date of incorporation:	<b><i>August 1, 2002</i></b>
# of years in business:	<b><i>40+ years under various entities</i></b>
List of top officers:	<b><i>Vincent D. Kelly - President &amp; CEO</i></b> <b><i>Paul Granfield - EVP, Operations</i></b> <b><i>James H. Boso - EVP, Sales &amp; Marketing</i></b> <b><i>Bonnie Culp - EVP, HR &amp; Administration</i></b> <b><i>Thomas G. Saine - CIO</i></b> <b><i>Shawn Endsley - CFO</i></b> <b><i>MyLe Chang - Controller</i></b> <b><i>Sharon Woods Keisling - Corporate Secretary &amp; Treasurer</i></b>
Location of company headquarters:	<b><i>6850 Versar Center, Suite 420 Springfield, VA 22151</i></b>
Location(s) of the company offices:	<b><i>Network Operations and Distribution Centers:</i></b> <b><i>3000 Technology Drive, Ste</i></b>

Question	Response
	<b>400</b> <b>Plano, TX 75094</b>
Location(s) of the office that will provide the services described in this RFP:	<b><i>Dependant on the scope of any work as requested by WSCA participating agencies.</i></b>
Number of employees locally with the expertise to support the requirements identified in this RFP:	<b><i>Dependant on the scope of any work as requested by WSCA participating agencies.</i></b>
Number of employees nationally with the expertise to support the requirements in this RFP:	<b><i>Dependant on the scope of any work as requested by WSCA participating agencies.</i></b>
Location(s) from which employees will be assigned for this project:	<b><i>Dependant on the scope of any work as requested by WSCA participating agencies.</i></b>

4.1.2 **Please be advised**, pursuant to NRS §80.010, companies organized or incorporated under the laws of another state, territory, District of Columbia, or foreign country must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

Question	Response
Nevada Business License Number:	<b><i>1000590216-901</i></b>
Legal Entity Name:	<b><i>USA Mobility Wireless, Inc.</i></b>

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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If “No”, provide explanation.

- 4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). It is the vendor’s responsibility to verify these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.
- 4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

- 4.1.6 Is the vendor or any of the vendor’s employees employed by the State of Nevada, any of its political subdivisions or by any other government?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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If “Yes”, is the employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

- 4.1.7 Disclosure of all alleged prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable within the past six (6) years.

Yes		No	<b>X</b>
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, litigation, or investigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.

**USA Mobility Response: USA Mobility was formed as the result of the merger of Arch Wireless and Metrocall, which occurred in November 2004, and was incorporated in the state of Delaware. At the time, the two companies were the largest (Arch) and second largest (Metrocall) paging companies in the United**

*States. USA Mobility is currently the largest messaging provider in the United States. Over the past decade, the company, and its predecessors, have diversified its offerings to include software solutions and partnerships with key wireless solution providers in order to provide its customers with a single source for wireless communications needs. As such T-Mobile has become one of its key partners in providing a broad array of services to USA Mobility's customers.*

*USA Mobility is a publicly traded company, listed on the NASDAQ under the ticker symbol "USMO". As such, the company's financial performance, overall financial health and long-term financial outlook are a matter of public record. Since the time of the merger, USA Mobility has retired all company debt and generated positive cash flow year after year, returning approximately \$277 million or \$10.15 per share to stockholders. This solid financial performance demonstrates the company's commitment and ability to provide high-quality service to its base of customers along with the confidence that those service levels will be maintained through the course of this contract and beyond.*

*USA Mobility is a leading provider of messaging and wireless services and is a National Strategic Business Partner of T-Mobile. In this relationship, USA Mobility is authorized to provide advanced web ordering capabilities and activation assistance to WSCA. USA Mobility provides a tenured and experienced account management team to manage the relationship between USA Mobility, WSCA and T-Mobile.*

*USA Mobility is highly qualified to serve WSCA as its wireless communications provider based on a history of:*

- Experienced account management team specializing in communications consulting*
- Strong performance as a T-Mobile National Strategic Business Partner*
- Management of large enterprise and government cellular customers*
- Maintaining a solid record of financial stability*
- Offering transparency of company operating results as a publicly traded company including Sarbanes-Oxley regulated, monthly network availability and call center performance reporting,*

*f. Investing in the future development of the industry.*

*USA Mobility is proud to serve the country's most demanding customers with the most urgent and time-critical communication needs. The company is structured and operated to meet these high service requirements in every way we interact with customers.*

- 4.1.9 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

**USA Mobility Response: USA Mobility was formed as the result of the merger of Arch Wireless and Metrolcall, which occurred in November 2004, and was incorporated in the state of Delaware.**

4.1.10 Financial information and documentation to be included in Part III, Confidential Financial of vendor's response in accordance with **Section 9.5, Part III – Confidential Financial.**

- 4.1.10.4 Dun and Bradstreet number
- 4.1.10.5 Federal Tax Identification Number
- 4.1.10.6 The last two - (2) years and current year interim:
  - E. Profit and Loss Statement
  - F. Balance Statement

**USA Mobility Response: We have provided this information in Section 9.5, Part III Confidential Financial.**

4.2.1.3 Business references as specified in **Section 4.3, Business References** must be provided for any proposed subcontractors.

**T-Mobile Response: T-Mobile partners are not traditional subcontractors. References can be provided by the partner upon request of a WSCA participating state.**

4.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor; and

**T-Mobile Response: T-Mobile partners are not traditional subcontractors. Work shall only be conducted at the request of a WSCA participating state.**



## 4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

***T-Mobile Response: We have complied, see below.***

- 4.3.2 Vendors must provide the following information of **every** business reference provided by the vendor and/or subcontractor.

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

<b>Reference #:</b>	<b>1</b>
<b>Company Name:</b>	<b><i>T-MOBILE USA, INC.</i></b>
<b><i>Identify role company will have for this RFP project (check one):</i></b>	
<b>X</b> <input checked="" type="checkbox"/> Vendor	<input type="checkbox"/>
Subcontractor	
Project Name:	
<b>Primary Contact Information</b>	
Name:	<b><i>Salt River Project</i></b>
Street Address:	<b><i>Lonnie Cunico</i></b>
City, State, Zip:	<b><i>1600 N. Priest Dr</i></b>
Phone, including area code:	<b><i>Tempe, AZ 85282</i></b>
Facsimile, including area code:	<b><i>602-236-3413</i></b>
Email address:	<b><i>Lonnie.Cunico@srpnet.com</i></b>
<b>Alternate Contact Information</b>	
Name:	<b><i>Janine Baresco</i></b>
Street Address:	<b><i>1600 N. Priest Dr</i></b>
City, State, Zip:	<b><i>Tempe, AZ 85282</i></b>
Phone, including area code:	<b><i>602-236-6964</i></b>
Facsimile, including area code:	
Email address:	<b><i>Janine.Baresco@srpnet.com</i></b>
<b>Project Information</b>	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data	<b><i>SRP is the fifth largest power company in the United States. T-Mobile was awarded the primary provider for Blackberry phones back in 2007 with 1200 units. In 2010 T-Mobile won the RFP for all</i></b>

communications, etc.), if applicable.	<i>cellular lines beating out Verizon and AT&amp;T. T-Mobile has over 1200 Blackberry units deployed and over 2500 cell phones in use today.</i>
Original Project/Contract Start Date:	<i>Originally started with TMO in 2002. The current contract started July 2010.</i>
Original Project/Contract End Date:	<i>Current Contract is for 3 years. July 2013</i>
Original Project/Contract Value:	<i>3700+ lines billing approx \$2.2 M per year</i>
Final Project/Contract Date:	<i>July 2010</i>
Was project/contract completed in time originally allotted, and if not, why not?	<i>Yes</i>
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	<i>Yes</i>

<b>Reference #:</b>	<b>2</b>
<b>Company Name:</b>	<b>T-MOBILE</b>
<b>Identify role company will have for this RFP project (check one):</b>	
<div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Vendor  <input type="checkbox"/> Subcontractor </div> <div> <input type="checkbox"/> </div> </div>	
<b>Project Name:</b>	<b>Davis School District</b>
<b>Primary Contact Information</b>	
<b>Name:</b>	<b>Darren Hamblin</b>
<b>Street Address:</b>	<b>70 E 100 N</b>
<b>City, State, Zip:</b>	<b>Farmington, UT 84025</b>
<b>Phone, including area code:</b>	<b>8014025365</b>
<b>Facsimile, including area code:</b>	
<b>Email address:</b>	<b>dhamblin@dsdmail.net</b>
<b>Alternate Contact Information</b>	
<b>Name:</b>	<b>Terrie Hughes</b>
<b>Street Address:</b>	<b>70 E 100 N</b>
<b>City, State, Zip:</b>	<b>Farmington, UT 84025</b>
<b>Phone, including area code:</b>	
<b>Facsimile, including area code:</b>	<b>8014025356</b>

Email address:	<i>thughes@dstdmail.net</i>
<b>Project Information</b>	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	<i>Cell services, 500+ with data blackberry services. Reg cell services for reminder.</i>
Original Project/Contract Start Date:	<i>April 2004</i>
Original Project/Contract End Date:	<i>Current Customer</i>
Original Project/Contract Value:	<i>950 lines</i>
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	

<b>Reference #:</b>	<b>3</b>
<b>Company Name:</b>	<i>T-Mobile USA, Inc.</i>
<i>Identify role company will have for this RFP project (check one):</i>	
<input checked="" type="checkbox"/> Vendor <input type="checkbox"/> Subcontractor	
<b>Project Name:</b>	<i>OFFICE OF LEGISLATIVE RESEARCH AND GENERAL COUNSEL</i>
<b>Primary Contact Information</b>	
Name:	<i>Doug Farr</i>
Street Address:	<i>350 NORTH STATE ST</i>
City, State, Zip:	<i>Salt Lake City, Utah 84114</i>
Phone, including area code:	<i>8013261718</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>dfarr@utah.gov</i>
<b>Alternate Contact Information</b>	
Name:	<i>Mark Allred</i>
Street Address:	<i>350 NORTH STATE ST</i>
City, State, Zip:	<i>SALT LAKE CITY UTAH 84114</i>

Phone, including area code:	<i>n/a</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>mallred@utah.gov</i>
<b>Project Information</b>	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	<i>Rollout 200 new lines, move from AT&amp;T, Blackberry 9700 with Blackberry data, all the same devices</i>
Original Project/Contract Start Date:	<i>December 2009</i>
Original Project/Contract End Date:	<i>Current Customer</i>
Original Project/Contract Value:	<i>200 lines</i>
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	<i>Yes, rollout planned was completed</i>
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	<i>Yes, plan and pricing proposed was completed</i>

<b>Reference #:</b>	<i>4</i>
<b>Company Name:</b>	<i>T-MOBILE</i>
<b>Identify role company will have for this RFP project (check one):</b>	
<input checked="" type="checkbox"/> Vendor <input type="checkbox"/> Subcontractor	
<b>Project Name:</b>	<i>Roy City</i>
<b>Primary Contact Information</b>	
Name:	<i>Cathy Spencer</i>
Street Address:	<i>5051 S 1900 W</i>
City, State, Zip:	<i>Roy, UT 84067</i>
Phone, including area code:	<i>8017741042</i>
Facsimile, including area code:	
Email address:	<i>cspencer@royutah.org</i>
<b>Alternate Contact Information</b>	
Name:	<i>Denise Fife</i>
Street Address:	<i>5051 S 1900 W</i>

Reference #:	5
Company Name:	T-MOBILE
Identify role company will have for this RFP project (check one):	
X <input type="checkbox"/> Vendor <input type="checkbox"/> Subcontractor	
Project Name:	Alpine School District
Primary Contact Information	
Name:	Tom Mason
Street Address:	575 N 100 E
City, State, Zip:	AMERICAN FORK, UT 84003
Phone, including area code:	801-717-4743
Facsimile, including area code:	
Email address:	masoto@alpine.k12.ut.us

Alternate Contact Information	
Name:	<b>Matt Johnson</b>
Street Address:	<b>575 N 100 E</b>
City, State, Zip:	<b>AMERICAN FORK, UT 84003</b>
Phone, including area code:	<b>801-717-4705</b>
Facsimile, including area code:	
Email address:	<b>matt@alpinedistrict.org</b>
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	<b>Use cell services with voice and data services, data sticks, voice services, blackberry's and data phones.</b>
Original Project/Contract Start Date:	<b>Sept 2003</b>
Original Project/Contract End Date:	<b>Current Customer</b>
Original Project/Contract Value:	<b>600 lines</b>
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	

<b>Reference #:</b>	<b>6</b>
<b>Company Name:</b>	<b>T-MOBILE</b>
<b>Identify role company will have for this RFP project (check one):</b>	
<input type="checkbox"/> Vendor	<input type="checkbox"/>
<input type="checkbox"/> Subcontractor	
<b>Project Name:</b>	<b>Salt Lake Community College</b>
Primary Contact Information	
<b>Name:</b>	<b>Roger Strate</b>
<b>Street Address:</b>	<b>4600 So. Redwood Rd. CT274</b>

City, State, Zip:	<b>SLC, UT 84123</b>
Phone, including area code:	<b>8019574033</b>
Facsimile, including area code:	
Email address:	<b>Roger.strate@slcc.edu</b>
<b>Alternate Contact Information</b>	
Name:	<b>Bob Askerlund</b>
Street Address:	<b>4600 So. Redwood Rd. CT274</b>
City, State, Zip:	<b>SLC, UT 84123</b>
Phone, including area code:	<b>8019574033</b>
Facsimile, including area code:	
Email address:	
<b>Project Information</b>	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	<b>Cell services, blackberry services, data sticks, mobile services for maintenance dept.</b>
Original Project/Contract Start Date:	<b>Dec 2009</b>
Original Project/Contract End Date:	<b>Current Customer</b>
Original Project/Contract Value:	<b>200 lines</b>
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	

- 4.3.3 Vendors must also submit **Attachment E, Reference Questionnaire** to the business references that are identified in *Section 4.3.2*.

***T-Mobile Response: Yes, we have provided the Reference Questionnaires as required.***

- 4.3.4 The company identified as the business reference must submit the Reference Questionnaire directly to the Purchasing Division.



***T-Mobile Response: We have read and understand.***

- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in **Section 8, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

***T-Mobile Response: We have read and understand.***

- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and the degree of satisfaction for such performance.

***T-Mobile Response: We have read and understand.***

#### **4.4 VENDOR STAFF RESUMES**

Vendors must include in their proposal response resumes for key personnel/staff to be responsible for performance of any contract resulting from this RFP.

##### ***T-Mobile Response:***

##### ***Sr. Manager of Business Accounts (SrMBS): David Bezzant***

*Supporting the account managers, David Bezzant will be the contact to address customer concerns related to the support and management of wireless communication services for WSCA with T-Mobile leadership that require escalation. The SrMBS will be empowered with the authority to represent executive leadership when meeting with WSCA David Bezzant has over 13 years of experience with T-Mobile.*

##### ***Sr. Manager of Business Sales (SrMBS): Jacque Lee***

*Supporting the AM, Jacqueline Lee (Jacque) will be the contact to address customer concerns related to the support and management of wireless communication services for WSCA with T-Mobile leadership that require escalation. The SrMBS will be empowered with the authority to represent executive leadership when meeting with WSCA Jacque Lee has over 15 years of experience with T-Mobile.*

##### ***Regional and Senior Account Managers (RAM/SAM): Listed in section 4.1.1***

*WSCA will have a growing team of T-Mobile account managers assigned per signed PA, State or Agency depending on account needs and size. The WSCA account managers will manage the assigned accounts at the RAM/SAM will be the frontline contact to address customer concerns related to their WSCA account. The RAM/SAM will be supported by their sales manager and the WSCA account managers listed above.*

##### ***Business Development Managers/ Senior Business Development Managers (BDM/SBDM):***

*WSCA will have Business Development Managers who will work to grow the number of states participating in the T-Mobile WSCA contract. The BDM/SBDMs will be supported by their sales manager and the WSCA account managers listed above.*

##### ***Dedicated Care:***

*A dedicated customer service representative can be made available as a dedicated point of contact to existing customers; upon meeting spend requirements and pending T-Mobile's evaluation of availability and need. Upon meeting criteria, T-Mobile Business Sales can request a National Account Representative from the Dedicated Care team to assist the account team, telecom managers and authorized users from Select qualifying WSCA Accounts with reports, account maintenance, escalations and questions. Currently we have one*

*WCSA dedicated care team who supports the 6 largest T-Mobile WCSA states. All other WCSA requests, reports, account maintenance, escalations and questions will be handled from our award winning Business Care department. As the T-Mobile WCSA contract continues to grow we will continue to reassess our dedicated care team needs.*

***Business Care:***

*The Business Care contact number is 800-375-1126. Business Care can also be contacted at [businesscare@t-mobilesupport.com](mailto:businesscare@t-mobilesupport.com)*

*There is no charge to contact customer care. T-Mobile has a tiered support structure for its offerings. Typically, the end user will contact the Customer Care line for initial assistance with all types of issues with voice or data. The Customer Care representative will be able to troubleshoot all voice related issues. Telecom Managers and other authorized users on the corporate account will contact Business Care for all service related issues.*

*If the issue determined to be a wireless data issue, the call will be routed to our Wireless Data Group (WDG) for resolution. The Wireless Data Group will work to resolve the problem. Should the issue require escalation to the next tiered level of Support, WDG will own the problem and work with the next level of support to provide a resolution. WDG will bring in Level 3 Network Engineering for network issues or Wireless Data Services for device software issues.*

## OTHER INFORMATION

## T-MOBILE ADDITIONAL TERMS AND CONDITIONS

**Service Availability.** Service is available to a Unit only when it is within the operating range of T-Mobile's system or the systems of an operator with which T-Mobile has an applicable roaming agreement. Coverage maps that have been provided by T-Mobile are only estimates; actual service coverage and quality may vary. There are gaps in Service within the estimated service areas shown on the coverage maps. Service is subject to unavailability, including emergency situations, transmission limits, network problems or limitations, problems with Customer Units, problems associated with interconnecting carriers, buildings, tunnels, signal strength and atmospheric or topographical conditions, and may be interrupted, dropped, refused, limited, or curtailed. T-Mobile may impose credit, usage or Service limits, suspend Service, or block certain categories of calls (e.g., international, country, 900, 976) in its sole discretion to protect Users or its business. Service shall not be transferred to another geographic market unless approved by T-Mobile in its sole discretion. T-Mobile may impose commercially reasonable administrative fees for such geographic market transfers and limit the geographic markets available for such transfers. **T-Mobile is not liable for any Service limits, failures or outages, including without limitation, the failure of a 9-1-1 emergency call to be connected or completed (see Section 11). Location services, including 9-1-1 location services, may not be available in Customer's area and are subject to the Service limitations in this Section 5.**

**Use of Service.** Customer agrees not to resell any aspect of the Service or bundle it with any product or device not directly provided to Customer by T-Mobile, whether for profit or otherwise. Customer agrees not to modify the Units or use the Service or Units for any fraudulent, unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to T-Mobile's business, reputation, employees, subscribers, facilities, third parties or to the public generally. Customer agrees not to use the Service or Units to send any harassing, threatening, obscene, or unsolicited commercial text, e-mail or other messages. Except as stated in Section 26, Customer has no proprietary or ownership rights to a specific number ("Number"), IP address, or e-mail address assigned to Customer or Customer's Unit. Customer agrees that T-Mobile may contact Master Account Users through the Units or by e-mail to notify such User of changes to or information about their account or the Service. T-Mobile may deactivate or suspend Service to any Number without prior notice if T-Mobile suspects any unlawful or fraudulent use of the Number. Customer agrees to reasonably cooperate with T-Mobile in investigating suspected unlawful or fraudulent use. Customer acknowledges that the Unit is not compatible with and will not work with the services provided by other wireless carriers (except when Customer is on T-Mobile's Service and roaming). Customer may buy Units from T-Mobile, or from someone else, however all existing account transfers shall be handled in accordance with the terms of Section 2 herein. T-Mobile Internet/T-Zones service or other services may not be available in all roaming markets.

**Disclaimer of Warranties.** CUSTOMER ACKNOWLEDGES THAT T-MOBILE IS NOT THE MANUFACTURER OF THE UNITS, AND EXCEPT AS TO ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED WITH THE UNITS, ALL SERVICES AND UNITS ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE OR UNITS. T-MOBILE DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON T-MOBILE'S BEHALF AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF T-MOBILE'S AGENTS (EXCEPT AS TO ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED WITH THE UNITS), ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY T-MOBILE OF ANY KIND. NEITHER T-MOBILE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DEALERS, SUPPLIERS, PARENTS, SUBSIDIARIES OR AFFILIATES ("T-MOBILE AFFILIATES") WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE OR UNIT WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. IF CUSTOMER RECEIVED A WRITTEN "T-MOBILE LIMITED WARRANTY" WITH ANY UNIT, IT IS THE ONLY

WARRANTY MADE BY T-MOBILE WITH RESPECT TO SUCH UNIT. Some states do not allow the disclaimer of implied warranties, so the above exclusion may not apply to Customer in whole or in part.

**Cancellation and Return Policy.** Master and Employee Account Users may cancel Service without paying any applicable early termination fee if within the Return Period (defined below) the User: (a) contacts T-Mobile to cancel Service and (b) returns the Like New Unit (defined below) through Customer's T-Mobile 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 Unit's purchase date. Only Like New Units returned with proof of purchase to Customer's T-Mobile 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 Unit" is a Unit purchased from T-Mobile that is in its original packaging with all original contents, undamaged and in good working condition as determined by T-Mobile in its sole discretion. Customer may be required to pay a commercially reasonable restocking fee for failing to return a Unit with included packaging, manuals or accessories. Even if Customer cancels Service and/or returns any Unit as provided herein, Customer must pay all Service and usage charges incurred prior to cancellation or return and any applicable subsequent penalties or assessments.

**Privacy.** Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy cannot be guaranteed, and T-Mobile shall not be liable to Customer for any lack of privacy experienced while using any Units or the Service. T-Mobile has the right, but not the obligation, to monitor, intercept and disclose any transmissions over or using its facilities, and to provide subscriber billing, account, calling or use records, and related information under certain circumstances (e.g., in response to lawful process, orders, subpoenas, or warrants, or to protect T-Mobile's rights or property). Customer's caller identification (e.g., name and number) may be displayed on the equipment or bill of the person receiving Customer's call. Please consult the T-Mobile privacy policy at [www.t-mobile.com](http://www.t-mobile.com) for information on the use and disclosure of information.

**Local Number Portability.** When available, Customer may be able to transfer a Master Account User's local phone number within the same local geographic area to or from another provider with whom T-Mobile has a porting relationship as follows:

**Bringing a Number to T-Mobile.** Customer may contact T-Mobile to request a transfer of a User's number with another provider to a new or existing Master Account with T-Mobile. All activation requirements and charges, including, without limit, credit approval, apply. Customer remains liable for charges (including early termination fees) Customer incurred with Customer's former provider. If a transfer is unsuccessful and the request is cancelled, and Customer does not ask T-Mobile to assign Customer a new number, Customer must return any Unit purchased from T-Mobile in accordance with T-Mobile's Cancellation and Return Policy as more fully described in Section 13.

**Transferring a Number from T-Mobile.** Customer may contact another provider to request a transfer of a Master Account User's T-Mobile number if Customer has an "In Service" (defined below) T-Mobile account, is the billing responsible party and pays any applicable fee. "In Service" for this purpose means: Customer's account has not been cancelled or suspended. Transferring a Master Account User's number may cancel Customer's account or line of Service, but Customer should verify with T-Mobile that Customer's account or line of Service has been cancelled or Customer may continue to incur charges. Transferring a number from a pooled or multiple line account may cause the remaining number(s) on the account to have less than the required number of lines and T-Mobile may move Customer to another rate plan, in T-Mobile's discretion upon prior notice to Customer, which may result in higher charges for Service. Customer will be liable for payment of any amounts due before or upon cancellation, such as any applicable early termination fees or other fees. A transfer will be completed only if both the receiving provider and T-Mobile confirm a successful transfer. If a transfer is unsuccessful for any reason, Customer's Service and this Agreement will not terminate, Customer will remain a T-Mobile customer and will continue to be responsible for all Service or other charges in accordance with this Agreement.

**Miscellaneous.** Transferring a Master Account User's number does not transfer service allotments, voicemail, phone book or any other services or features and they will be lost. If a User's telephone number is not In Service, Customer will lose any rights (as determined by the FCC) that Customer may have to that number and that number will be returned to the appropriate provider. Customer may lose its listing in any telephone directories, if applicable. If a User contacts 911 after a transfer request

is received by T-Mobile, but before the User receives confirmation of completion, a 911 call center may not have accurate information on the User's identity and/or location. The User must inform the 911 call center operator of User's location immediately upon placement of the call. If a User is disconnected, the User must dial 911 again and advise the 911 call center operator that the call was disconnected. For additional information about local number portability, please contact Corporate Customer Care at (800) 375-1126 or email T-Mobile at [Businesscare@t-mobilesupport.com](mailto:Businesscare@t-mobilesupport.com).

**Use of Third Party Equipment and Handsets.** In the event that Customer uses third party equipment or Handsets with the Service that are not provided to Customer directly by T-Mobile ("Third Party Equipment"), Customer acknowledges and agrees to the following: (a) T-Mobile shall not accept any returns of the Third Party Equipment; (b) T-Mobile shall not provide any warranty of any kind on the Third Party Equipment; (c) T-Mobile shall not offer Customer Care services for the Third Party Equipment; (d) the Third Party Equipment may not function properly with the Service; (e) each User shall use the Third Party Equipment at its own risk; and (f) Customer shall be responsible for monthly service charges accrued from the date T-Mobile fulfills an order for a Subscriber Identity Module ("SIM"). T-Mobile disclaims all liability for Use of Third Party Equipment in accordance with Disclaimer of Warranties section of this Agreement. In the event that T-Mobile certifies or endorses the use of certain Third Party Equipment with the Service, the above provisions shall still apply.

## STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

For Purchasing Use Only:

RFP/CONTRACT #1907

## STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance  
Acting by and through the State of Nevada

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.

2. **DEFINITIONS.** "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum. "Buyer" means any WSCA agency or political subdivision participating under this contract. "Contractor" and/or "Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA under the terms and conditions set forth in this contract. "Solicitation" means RFP #1907 incorporated herein as Attachment AA. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This contract shall be effective from \_\_\_\_\_ subject to WSCA Board of Directors' approval to \_\_\_\_\_, unless sooner terminated by either party as specified in paragraph (21).

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4. CANCELLATION OF CONTRACT: NOTICE. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SOLICITATION #1907 (Scope of Work) and ATTACHMENTS (list attachments);

ATTACHMENT BB: CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

8. BID SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment BB; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

9. ACCEPTANCE OR REJECTION OF BIDS, AND AWARD. WSCA has the right to accept or reject any or all bids or parts of bids, and to waive informalities therein. This contract is based the lowest responsive and responsible bid and meets the specifications of the Solicitation and terms and conditions thereof. Unless stated otherwise in the Solicitation, WSCA has the right to award items separately or by grouping items in a total lot.

10. BID SAMPLES. Any required samples have been specifically requested in the Solicitation. Samples, when required, have been furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$ \_\_\_\_\_ per \_\_\_\_\_ (state the exact cost or hourly, daily, or weekly rate

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exclusive of travel or per diem expenses). Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. If T-Mobile offers new products and services or the services change we reserve the right to set prices for those new products and services. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

#### 12. PAYMENT.

12.1 Except as prohibited by law, charges, less disputed amounts, for Master Account Users must be paid within sixty (60) days of the date of invoice. Customer agrees that (a) time is of the essence; (b) it would be impractical to fix the exact amount of T-Mobile's damages if Customer fails to pay promptly. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card." If Customer believes the bill contains any incorrect charges, Customer must notify T-Mobile of such disputed charges within sixty (60) days from the date of the first bill that contains the disputed charges or Customer waives the right to dispute those charges. Customer shall contact Customer Care at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com so that T-Mobile can review Customer's Master Account. If Customer accepts a credit to resolve an issue, Customer agrees the issue is resolved. T-Mobile may require Customer to describe the dispute in writing. Any written communications concerning disputed amounts owed must be sent to: T-Mobile Corporate Customer Care, PO Box 29240, Bellingham, WA 98228-1228. If it is determined that Customer owes some, or all, of the amount in dispute, that amount will be added to any current charges and must be paid by the date shown on the monthly invoice. If T-Mobile accepts late or partial payments or payments marked "Paid in Full" or similar notations, it will not waive any of T-Mobile's rights hereunder to collect all amounts that Customer owes T-Mobile nor will it constitute an accord and satisfaction. T-Mobile may charge Customer \$35, or the maximum amount allowed under applicable law if any check or electronic funds transfer payment, including debit or Automated Clearing House payment, is dishonored or returned for insufficient funds.

12.2 Customer agrees to pay in full all charges for Service for the Master Accounts, including regular monthly Service and usage charges, and other charges or purchases billed to Master Account Users. Usage charges may include, without limitation, charges for calls, messages, and data that are processed

**Deleted:** Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.

**Deleted:** After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance.

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12.2 Customer agrees to pay in full all charges for Service for the Master Accounts, including regular monthly Service and usage charges, and other charges or purchases billed to Master Account Users. Usage charges may include, without limitation, charges for calls, messages, and data that are processed through the Units or through any Number assigned to or authorized by Customer, toll charges, long distance charges, additional or differently-calculated charges assessed by another service provider for calls, messages and data that are sent from or received by the Unit when outside of T-Mobile's local calling area ("roaming" charges), any applicable landline access charges (directory assistance, etc.), and additional services or features which Customer uses. For each call there may be additional charges including without limit: (a) airtime; (b) toll charges; (c) roaming; (d) taxes; (e) features (such as web access, text messages, calling card use and voicemail) and services (such as operator or directory assistance). Customer will be charged for more than one call for certain features consisting of multiple inbound or outbound calls (such as call forwarding, call waiting and conference calling). Customer will be charged for Service and other features on a monthly billing cycle basis. Unused minutes or other allocated Services (e.g., text messages, data transmission) from any rate plans or features do not carry over to the next billing cycle. T-Mobile may change Customer's billing cycle at any time. Billing of roaming charges and minutes of use or Services may be delayed or applied against included minutes or Services in a subsequent billing cycle, which may cause Customer to exceed Customer's allocated minutes or Services in a particular billing cycle. Incoming and outgoing calls are billed in full minute increments from the time the wireless network begins to process the call (before the call rings or is answered) through its termination of the call; any fraction of a minute of usage is rounded up and charged, or deducted from any allocated minutes, as a full minute. Data usage is rounded up to the next full-kilobyte increment at the end of each data session. At the end of Customer's billing cycle, or at the time Customer switches data plans, the total kilobytes are then rounded up to the next megabyte. There are 1,024 kilobytes in one megabyte. Any Taxes and Fees, as defined in Section 9, will be added to Customer's charges as provided herein. Customer agrees not to rely on indicators on the Units, such as the roaming and call time indicators, which may be inaccurate. If Customer requests that T-Mobile block a Master Account line of Service from placing international calls ("International Dialing Block"), Customer acknowledges that certain countries and locations outside of the continental United States, including, Alaska, Canada, Hawaii, Jamaica, Mexico, Micronesia, Puerto Rico, and the U.S. Virgin Islands, may not be blocked.

12.3 If T-Mobile has agreed that Customer may pay for Master Account charges with a credit card, T-Mobile will charge the credit card, at the time of billing, for all amounts or other obligations Customer has incurred. Customer also authorizes T-Mobile to charge Customer's credit card at or after termination of Service to pay all outstanding Master Account balances (including, but not limited to, payment of any applicable early termination fee). If Customer has not authorized charges to be made to a credit card, or if Customer revokes such authorization, or if for any reason Customer's credit card issuer does not pay T-Mobile, T-Mobile must receive payment from Customer on or before the due date, or we may suspend or terminate the Service in accordance with the terms of Section 7.

12.4 If Customer's Unit is lost or stolen ("Lost Unit"): (1) Customer must notify T-Mobile promptly and ask T-Mobile to deactivate the Lost Unit; and (2) provide T-Mobile within fourteen (14) days, any

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reasonable documentation T-Mobile requests (such as a copy of a filed police report if the Unit is stolen). If Customer completes the above requirements, Customer will not be liable for any unauthorized airtime charges fraudulently incurred on the Lost Unit, although Customer agrees to assist T-Mobile with any prosecution. Customer must fulfill the remainder of the Initial or Fixed Term by purchasing and activating a replacement Unit, or Customer will be subject to any applicable early termination fee per Number as more fully described in Section 21 of this Agreement.

### **13. TAXES.**

13.1 Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

13.2 T-Mobile shall invoice Customer's Master Account for taxes, fees and other charges (e.g. sales, use, excise, business activity, gross receipts, margin, value added, public utility and other taxes and surcharges) levied by or to be remitted directly to federal, state or local authorities, or foreign governments or foreign service providers imposed on Customer or T-Mobile as a result of providing the Service. Customer's Unit or Other Services ("Taxes and Fees"). T-Mobile will determine, in its reasonable discretion, the Taxes and Fees Customer is responsible to pay and the amount of those Taxes and Fees, which may change or increase at any time without notice. If Customer claims a tax exemption, Customer must provide T-Mobile with valid evidence of tax exemption ("Evidence"). Tax exemption only applies to Taxes and Fees incurred after the date T-Mobile receives the Evidence (Customer shall not receive credit for Taxes and Fees Customer has already paid). Should Customer's Evidence later be found to be invalid ("Invalidated Evidence") by a governmental entity where such Evidence was used to avoid the payment of any Taxes and Fees by Customer, Customer shall be responsible for and, at T-Mobile's option, shall promptly remit to T-Mobile or applicable governmental entity, any tax, interest and penalty levied or imposed upon T-Mobile due to such Invalidated Evidence.

13.3 T-Mobile may also invoice Customer for: a) regulatory or administrative fees to recover costs related to federal and state mandates, including without limit fees or costs related to E-911, local number portability and number pooling, b) Federal Universal Service Funds (FUSF) and c) such other federal, state or local regulatory fees that may arise in the future. T-Mobile may impose the regulatory or administrative fees whether or not all or some services are used, or available to Customer, or in Customer's location.

13.4 All payments made by Customer under this Agreement shall be made without any deduction or withholding for, or on account of, any Taxes and Fees imposed by any taxing or governmental authority of any country or state. If Customer is or was required by law to make any deduction or withholding of Taxes

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and Fees from any payment due to T-Mobile under this Agreement then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by Customer to T-Mobile will be increased so that, after any such deduction or withholding for Taxes and Fees, the net amount received by T-Mobile will not be less than the amount T-Mobile would have received had no such deduction or withholding been required. If any taxing or governmental authority asserts that T-Mobile or Customer should have made a deduction or withholding for, or on account of, any Taxes and Fees with respect to all or a portion of any payment made under this Agreement, Customer agrees to indemnify T-Mobile for such Taxes and Fees and to hold T-Mobile harmless on an after-tax basis from and against any Taxes and Fees, interest or charges levied or asserted against them in connection therewith.

13.5 T-Mobile is required to use the business street address that Customer has provided, which must be within T-Mobile's licensed service area, to determine the application of certain Taxes and Fees. If you give us an address (such as a PO box) that is not a recognized street address, does not identify the taxing jurisdictions applicable to the address or does not reflect the service area associated with your Number, you may be assigned a default location for Taxes & Fees calculation, which may result in a higher or lower charge for certain Taxes & Fees. If Customer questions or wishes to dispute the propriety or amount of any Taxes or Fees on an invoice, Customer must notify T-Mobile of such question or dispute within sixty (60) days from the date the questioned or disputed Taxes and Fees were first billed or Customer waives the right to question or dispute such amounts. Any such questions or disputes should be directed to T-Mobile via telephone at (800) 375-1126 or by email at [Businesscare@t-mobilesupport.com](mailto:Businesscare@t-mobilesupport.com).

14. **FINANCIAL OBLIGATIONS OF PARTICIPATING STATES.** Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. **REPORTS.** The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State.

17. **DELIVERY.** The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount 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.

18. **HAZARDOUS CHEMICAL INFORMATION.** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to

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any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, once per year, to inspection, examination, review, audit, and copying at T-Mobile's corporate location in Bellevue WA, where such records may be found, with sixty (60) days written notice and detailed request of specific records needed by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph. Audits shall be limited to invoices and records provided by T-Mobile for Wireless Services provided to WSCA or the participating States for the prior twelve (12) moth period.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

Deleted: at any reasonable time

Deleted: any

Deleted: office or location of Contractor

Deleted: or without notice

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21. **CONTRACT TERMINATION.** Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future bid solicitations.

**Winding Up Affairs Upon Termination.** In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;
- iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. **REMEDIES.** Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. Nevada may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

23. **LIMITED LIABILITY.** Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

24. **FORCE MAJEURE.** Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

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25. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

26. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor ~~with respect to the negligent acts of Contractor~~. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance ~~before the expiration or replacement of the required insurance~~. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**Deleted:** no less than thirty (30) days

**Workers' Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

**Commercial General Liability Insurance**

- 1) Minimum Limits required:
  - \$2,000,000.00** General Aggregate
  - \$1,000,000.00** Products & Completed Operations Aggregate

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**\$1,000,000.00 Personal and Advertising Injury****\$1,000,000.00 Each Occurrence**

- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, ~~and contractual liability.~~

**Business Automobile Liability Insurance**

- 1) Minimum Limit required: **\$Waived** Each Occurrence for bodily injury and property damage.  
 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).  
 The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**Professional Liability Insurance**

- 1) Minimum Limit required: **\$ Waived** Each Claim  
 2) Retroactive date: Prior to commencement of the performance of the contract  
 3) Discovery period: Three (3) years after termination date of contract.  
 4) A certified copy of this policy may be required.

**Umbrella or Excess Liability Insurance**

- 1) May be used to achieve the above minimum liability limits.  
 2) ~~Follows form to underlying or primary policies.~~

**Commercial Crime Insurance**

Minimum Limit required: **\$Waived** Per Loss for Employee Dishonesty  
 This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

**General Requirements:**

- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.  
 c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.  
 d. **Deductibles and Self-Insured Retentions:** ~~Contractor is obligated to pay any deductible or self-insured retention. Any deductible or self-insured retention shall be commercially reasonable.~~  
 e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that, without thirty (30) days prior written notice, the policy shall not be canceled, ~~Insurer shall provide advice of cancellation via e-mail to Certificate Holders.~~  
 f. **Approved Insurer:** Each insurance policy shall be:  
 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and  
 2) Currently rated by A.M. Best as "A-" or better.

**Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

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**Comment [CD1]:** Need to understand what is included in Title VII actions before accepting.

**Deleted:** Title VII actions

**Deleted:** assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Deleted:** Shall be endorsed to state it is "As Broad as Primary Policy"

**Deleted:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve

**Deleted:** from the

**Deleted:** obligation

**Deleted:** not exceed five thousand dollars (\$5,000.00) per occurrence, unless otherwise approved.

**Comment [CD2]:** Please see State documents under Insurance documents for 30 day cancellation notice endorsements for review.

**Deleted:** to the Lead State

**Deleted:** non-renewed or coverage and for limits reduced or materially altered, and

**Deleted:** that notices required by this paragraph shall be sent by certified mail to the address identified on page 1 of the contract

**Deleted:** VII

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlier Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise.

**Mail all required insurance documents to the Lead State identified on page one of the contract**

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract. The Lead State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

**Deleted:** The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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31. **OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection.

32. **PATENTS, COPYRIGHTS, ETC.** The Contractor shall release, indemnify and hold WSCA, the State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

34. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract.

35. **NONDISCRIMINATION.** Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

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36. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this contract:
- a. Contractor certifies, by signing this contract, 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. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
  - c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
37. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
  - b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
  - c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.
38. **NON-COLLUSION.** Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.
39. **WARRANTIES.**
- a. **Uniform Commercial Code.** The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.
  - b. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

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c. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century.

40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. 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.

44. GOVERNING LAW; JURISDICTION. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

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IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

\_\_\_\_\_  
Independent Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Independent's Contractor's Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA BOARD OF DIRECTORS

On \_\_\_\_\_

(Date)

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General

On \_\_\_\_\_

(Date)

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