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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 3, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with T-Mobile USA, Inc. (VC#176141), Bellevue, WA, in the amount up to and not to exceed \$1,130,683.21 for wireless cellular and data services with the option to extend for two additional one-year periods effective upon Governor and Council approval through March 31, 2026.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued a request for proposal (RFP) 2640-23 on November 22, 2022 with an original closing date of December 15, 2022. The closing date was extended to January 3, 2023 per vendor request to allow time for more comprehensive RFP responses. There were three compliant responses received for this contract with T-Mobile USA, Inc. achieving the highest overall scoring.

It is the Department's intent to enter into contracts with each of the three vendors who submitted compliant responses. Agencies, upon approval of these contracts as submitted, shall contact each contractor to compare costs for services and select the contractor with the lowest cost meeting business needs. The three vendors, upon approval, will be T-Mobile USA, Inc., Cellco Partnership d/b/a Verizon Wireless, and AT&T Mobility, Inc.

The wireless cellular and data services plans include, but are not limited to voice only, voice/text/data, smartphone, and hotspot. These services allow agency personnel to maintain contact with each other and other key stakeholders while working in the office, in the field, or remotely. Accessories and devices are provided through this requested contract, as well as several additional plan options that are beneficial to the State.

The tables below summarize the comprehensive scoring that was completed by the technical scoring team from the Department of Information Technology (DoIT) and the commercial scoring team from the Department of Administrative Services, BoPP. The technical scoring team was comprised of Joseph Luna, DoIT Information Technology Manager V, Danny Caudle, DoIT Technical Support Specialist VI, and Jeanne St. Pierre, DoIT Information Technology Manager V. The commercial scoring team was comprised of Andrea Olsson, BoPP Senior Purchasing Agent, Colin Capelle, BoPP Contract

Administrator, and Mathew Stanton BoPP Deputy Director. Significant migration to T-Mobile USA, Inc. is anticipated since T-Mobile USA, Inc. achieved the highest overall scoring, including the best score for price proposal.

T-Mobile USA, Inc. combined average scoring (DoIT and BoPP scoring teams)		
Category	Possible points	Average score
Executive summary	10	10
Company profile	10	10
References	10	10
Providing services	20	15
Value added services	10	10
Price proposal	40	40
Total	100	95

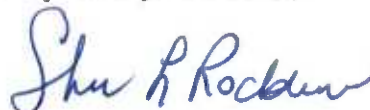
Unit cost comparison, compliant bids RFB 2640-23				
Plan (cost per month)	T-Mobile USA, Inc.	Cellco Partnership d/b/a Verizon Wireless	AT&T Mobility, Inc.	Average of 3 Expiring Contracts
Voice Only	\$10.00	\$22.99	\$22.99	\$23.26
Voice, Text, Data	\$17.60	\$40.00	\$55.50	\$25.29
Smartphone	\$39.44	\$46.99	\$52.99	\$39.43
Hotspot	\$29.40	\$37.99	\$37.99	\$36.13
Subtotal all plans	\$96.44	\$147.97	\$169.47	\$124.11
T-Mobile savings by line	N/A	(\$51.53)	(\$73.03)	(\$27.67)

Due to the potential for cost savings offered by the T-Mobile USA, Inc. wireless plans, significant migration is anticipated. The price limitation recommendation below accounts for this migration as well as a balance of product line allowance so that agencies may take advantage of the value-added service plans offered by T-Mobile USA, Inc. This price limitation is based on the combined average statewide spending from the three expired contracts.

Price limitation recommendation	
Previous grand total contract spend (2020-2023)	\$ 4,215,854.99
25% Grand total spend (due to anticipated migration)	\$ 1,053,963.75
Add 7% balance of product line	\$ 76,719.46
Recommended price limitation	\$ 1,130,683.21

Based on the foregoing, I am respectfully recommending approval of the contract with T-Mobile USA, Inc.

Respectfully submitted,



FOR

Charles M. Arlinghaus
 Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 11, 2023

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with T-Mobile USA, Inc., as described below and referenced as DoIT No. 2023-044.

The purpose of this request is to provide statewide wireless cellular and data services.

The Total Price Limitation will be \$1,130,683.21 effective upon Governor and Executive Council approval through March 31, 2026.

A copy of this letter must accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/jd
DoIT #2023-044

cc: Mathew Stanton, Deputy Director
Rebecca Bolton, IT Manager



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFP Scoring Summary

Bid Description	Wireless Cellular and Data Services	Agency	Statewide	
RFP#	2640-23			
Agent Name	Andrea Olsson	Bid Closing	January 3, 2023 10:00AM	
Vendor		Financial Score	Technical Score	Final Score
T-Mobile	3yr (2023-2026)	40	55	95
Verizon	3yr (2023-2026)	31	59	90
AT&T	3yr (2023-2026)	28	60	88
US Cellular		0	55	55
Indicates awarded bidder				



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFP Scoring Summary

Technical Scoring			
T-Mobile			
Category	Possible Points	Average	Notes
Executive Summary	10	10	
Company Profile	10	10	
References	10	10	
Providing Services	20	15	
Value Added Services	10	10	
Price Proposal	40	40	
Total	100	95	
Verizon			
Category	Possible Points	Average	Notes
Executive Summary	10	10	
Company Profile	10	10	
References	10	9	
Providing Services	20	20	
Value Added Services	10	10	
Price Proposal	40	31	
Total	100	90	
AT&T			
Category	Possible Points	Average	Notes
Executive Summary	10	10	
Company Profile	10	10	
References	10	10	
Providing Services	20	20	
Value Added Services	10	10	
Price Proposal	40	28	
Total	100	88	
US Cellular			
Category	Possible Points	Average	Notes
Executive Summary	10	10	*US Cellular bid non compliant for section A: did not provide monthly rate for unlimited voice only plan.
Company Profile	10	10	
References	10	10	
Providing Services	20	15	
Value Added Services	10	10	
Price Proposal	40	0	
Total	100	55	



Division of Procurement Support Services
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Director
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RFP Scoring Summary

Recommendation Summary			
Statewide Contract or Amendment	Contract		
Term of Contract	Three Years		
Price Limitation	Varies by Vendor		
Number of Solicitations Received	4.00		
Number of Sourced Bidders	4.00		
Number of NIGP Vendors Sourced	146.00		
Number of non-responsive bidders			
Term of Contract	Three Years		
P-37 Checklist Complete	Yes		
D&B Report Attached			
Method of Payment (P-card/ACH)	ACH or P-Card		
FOB Delivered	Destination		
Expiring Contract Price Limitation	\$2,949,932.24 Average of 3 expiring contracts		
Total Cost Savings (\$/%)	\$	%	Increase/Savings
Financial Scoring Team		Technical Scoring Team	
Andrea Olsson	Senior Purchasing Agent, DAS	Joseph Luna	DoIT Information Technology Manager V
Colin Capelle	Contract Administrator, DAS	Danny Caudle	DoIT Technical Support Specialist VI
Mathew Stanton	Deputy Director, DAS	Jeanne St. Pierre	DoIT Information Technology Manager V

*Final scoring is consensus based

Special Notes:	<p>Please see detailed RFP Tabulation for monthly, yearly and contract term totals for all awarded vendors. Financial point awarded were based on the following formula:</p> $\frac{\text{Lowest Overall Cost (3yr grand total)}}{\text{Vendor Offer (3yr grand total)}} \times 40 \text{ points} = \text{Points Assessed}$
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Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
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RFP Scoring Summary

RFP 2640-23 Detailed Tabulation (Monthly, Yearly, Term Totals)

Plan	Est. Number of Devices	AT&T	T-Mobile	Verizon	US Cellular*	Average of 3 Expiring
Section A: Voice Only	400	\$ 22.99	\$ 10.00	\$ 22.99	NON-COMPLIANT BID*	\$ 23.26
Monthly Total		\$ 9,196.00	\$ 4,000.00	\$ 9,196.00		\$ 9,304.00
Yearly Total		\$ 110,352.00	\$ 48,000.00	\$ 110,352.00		\$ 111,648.00
3-Year Contract Total		\$ 331,056.00	\$ 144,000.00	\$ 331,056.00		\$ 334,944.00
Section B: Voice, Text, Data	400	\$ 55.50	\$ 17.60	\$ 40.00	\$ 20.00	\$ 25.29
Monthly Total		\$ 22,200.00	\$ 7,040.00	\$ 16,000.00	\$ 8,000.00	\$ 10,116.00
Yearly Total		\$ 266,400.00	\$ 84,480.00	\$ 192,000.00	\$ 96,000.00	\$ 121,392.00
3-Year Contract Total		\$ 799,200.00	\$ 253,440.00	\$ 576,000.00	\$ 288,000.00	\$ 364,176.00
Section C: Smartphone	2800	\$ 52.99	\$ 39.44	\$ 46.99	\$ 39.99	\$ 39.43
Monthly Total		\$ 148,372.00	\$ 110,432.00	\$ 131,572.00	\$ 111,972.00	\$ 110,404.00
Yearly Total		\$ 1,780,464.00	\$ 1,325,184.00	\$ 1,578,864.00	\$ 1,343,664.00	\$ 1,324,848.00
3-Year Contract Total		\$ 5,341,392.00	\$ 3,975,552.00	\$ 4,736,592.00	\$ 4,030,992.00	\$ 3,974,544.00
Section D: Hotspot	1000	\$ 37.99	\$ 29.40	\$ 37.99	\$ 39.00	\$ 36.13
Monthly Total		\$ 37,990.00	\$ 29,400.00	\$ 37,990.00	\$ 39,000.00	\$ 36,130.00
Yearly Total		\$ 455,880.00	\$ 352,800.00	\$ 455,880.00	\$ 468,000.00	\$ 433,560.00
3-Year Contract Total		\$ 1,367,640.00	\$ 1,058,400.00	\$ 1,367,640.00	\$ 1,404,000.00	\$ 1,300,680.00
Monthly Grand Total: All Plans, All Devices		\$ 217,758.00	\$ 150,872.00	\$ 194,758.00	\$ 158,972.00	\$ 165,954.00
Yearly Grand Total: All Plans, All Devices		\$ 2,613,096.00	\$ 1,810,464.00	\$ 2,337,096.00	\$ 1,907,664.00	\$ 1,991,448.00
3-Year Contract Grand Total: All Plans, All Devices		\$ 7,839,288.00	\$ 5,431,392.00	\$ 7,011,288.00	\$ 5,722,992.00	\$ 5,965,319.88
\$ Increase: 3-Year Contract 2023-2026		\$ 1,873,968.12	\$ (533,927.88)	\$ 1,045,968.12	\$ (242,327.88)	N/A
% Increase: 3-Year Contract 2023-2026		23.90%	-9.83%	14.92%	-4.06%	N/A
Points Assessed		28	40	31	0	N/A

Lowest Overall Cost (3yr grand total) / Vendor Offer (3yr grand total) x 40 points = Points Assessed

*US Cellular bid non compliant for section A: did not provide monthly rate for unlimited voice only plan. Calculations for monthly, yearly and contract totals do not represent direct comparison with other vendors' complete pricing.



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFP Scoring Summary

T-Mobile USA, Inc. price limitation recommendation					
		T-Mobile USA,	Other Expiring Contract Totals		Grand Total 2020-2023
		Inc.	Verizon	US Cellular	
LBI (NH First) Reporting	2020	\$ 58.98	\$ 349,758.21	\$ 29,222.72	\$ 379,039.91
	2021	\$ 5,455.53	\$ 1,548,068.35	\$ 115,244.55	\$ 1,668,768.43
	2022	\$ 15,711.92	\$ 1,299,105.32	\$ 109,993.67	\$ 1,424,810.91
	2023	\$ 1,019.80	\$ 149,149.27	\$ 13,903.68	\$ 164,072.75
	Total	\$ 22,246.23	\$ 3,346,081.15	\$ 268,364.62	\$ 3,636,692.00
P-Card Spend	2020	\$ -	\$ 153,277.54	\$ 4,111.07	\$ 157,388.61
	2021	\$ 880.98	\$ 172,139.14	\$ 58,387.31	\$ 231,407.43
	2022	\$ 4,518.82	\$ 111,499.45	\$ 66,584.62	\$ 182,602.89
	2023	\$ 364.94	\$ 4,393.88	\$ 3,005.24	\$ 7,764.06
	Total	\$ 5,764.74	\$ 441,310.01	\$ 132,088.24	\$ 579,162.99
Previous Total Contract Spend		\$ 28,010.97	\$ 3,787,391.16	\$ 400,452.86	\$ 4,215,854.99
25% Grand total 2020-2023 spend (due to anticipated migration)		\$ 1,053,963.75	N/A	N/A	N/A
Add 7% Balance of Product Line		\$ 76,719.46	N/A	N/A	N/A
Recommended Price Limitation		\$ 1,130,683.21	N/A	N/A	N/A

FORM NUMBER P-37 (version 12/11/2019)

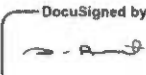
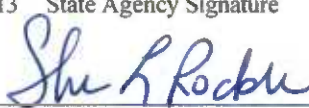
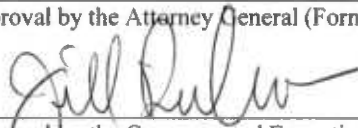
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

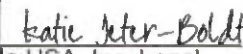
AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name T-Mobile USA, Inc.		1.4 Contractor Address 12920 SE 38th Street Bellevue, WA 98006	
1.5 Contractor Phone Number 508-440-7667	1.6 Account Number Various	1.7 Completion Date March 31, 2026	1.8 Price Limitation \$1,130,683.21
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature DocuSigned by:  Date: 3/30/2023		1.12 Name and Title of Contractor Signatory David Bezzant Vice President	
1.13 State Agency Signature  Date: 4/24/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/21/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Approved by: _____
 You Signed by: 
 T-Mobile USA, Inc. Legal

Contractor Initials 
 Date 3/30/23

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
- 8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials DS
DB
Date 3/30/23

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

1. Add to Section 4 the following:
2. To the extent possible, the State will give Contractor written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At Vendor's request, the State will provide supplemental documentation regarding the non-appropriation of funds. Delete Section 6.3 in its entirety and substitute with the following:

6.3 The Contractor agrees to permit the State or United States reasonable access to the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and order, and the covenants, terms and conditions of this Agreement.

3. Delete Section 8.1.1 in its entirety and substitute with the following:

8.1.1 failure to perform the Services as required under this Agreement.

4. Delete Section 8.2.1 in its entirety and substitute with the following:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not cured within the Cure Period, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination. Any greater or lesser period of time to cure an alleged breach by either party shall be pursuant to mutual written agreement, otherwise the Cure Period shall be 30 days.

5. Delete Section 8.2.2 in its entirety and substitute with the following:

8.2.2 Subject to the applicable Cure Period, give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

6. Delete Section 8.2.3 in its entirety and substitute with the following:

8.2.3 subject to the applicable Cure Period, give the contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

7. Delete section 9.2 in its entirety and substitute with the following:

"In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion and following written request by the State, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter,

content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement."

8. Add to Section 10 the following as Section 10.4:

All information and materials provided to the State under this Agreement shall become property of the State; provided, however, that ownership of the underlying copyright in any such document shall remain with the Contractor or the respective third-party licensor. In no event does the State obtain any ownership rights in the copyright to any materials or information or to any third-party software embedded in the devices.

9. Add to Section 12 the following as Section 12.3:

The parties agree that the State's consent as required in this Section 12 shall not be unreasonably withheld, conditioned, or delayed.

10. Delete Section 13 in its entirety and substitute with the following:

INDEMNIFICATION. Unless otherwise exempted by law, the contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all third party claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which directly arise out of (or which may be reasonably claimed to directly arise out of) Contractor's gross negligence or willful misconduct in performance of the Agreement. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

The provisions of the indemnification section state the entire liability and obligations of T-Mobile and any of its Affiliates or licensors, and the exclusive remedy of Customer, with respect to any claims identified in this section.

11. Delete Section 14.1.2 in its entirety.

12. Delete Section 14.3 in its entirety and substitute with the following:

The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewals(s) of insurance required under this Agreement prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

T-Mobile USA, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with wireless cellular and data services in accordance with the proposal submission in response to State Request for Proposal #2640-23 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2640-23
- f. EXHIBIT E Contractor's Proposal Response
- g. EXHIBIT F Additional Contractor Terms & Conditions for Wireless Services

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFP 2640-23," (5) EXHIBIT E "Contractor's Proposal Response" and (6) EXHIBIT F "Additional Contractor Terms & Conditions for Wireless Services".

3. TERM OF CONTRACT

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

Contractor shall provide/make available wireless cellular and data services to all State Agencies.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

TECHNICAL REQUIREMENTS

The Contractor shall consider the State as one large account. It is not the intent of the State to receive variable services per State Agency under multiple Contractor programs, unless such services are provided under State accepted balance of product line which results in reduced costs of services.

The Contractor shall complete equipment distribution and turn-up (porting of numbers and devices ready for use) requiring that all services be fully operable, no later than start of business on May 1, 2023. The State shall not be invoiced prior to the effective date of the contract for the phones unless used by the State during turn-up.

The contractor shall supply only service and equipment for which they are certified representatives and distributors. The Contractor shall maintain a staff of fully certified and experienced technicians for provisioning and maintenance of service.

NETWORK

Contractor shall provide services including, but not limited to, network technology, i.e., CDMA, GSM, LTE, etc.

COVERAGE AREA

The Contractor services shall cover a minimum of the following geographic areas for each proposed service. The Contractor shall also ensure same coverage is available 99% of the time for the respective geographic area. Contractor must clearly identify their licensed coverage area, not off network. Contractor shall provide roaming area coverage. Loss of service shall not occur when transferring between cell towers.

The Contractor shall provide coverage for each wireless and data service:

- Traditional Cellular Telephone Service for voice operational coverage shall be 85% for all geographic areas of New Hampshire
- ISP Access Data Service for Smartphones and wireless "Air Card" coverage for 80% of all geographic areas of New Hampshire
- Nationwide coverage for all services offered

PORTING OF EXISTING TELEPHONE NUMBERS

The Contractor shall port all lines by start of business (7:00AM) on May 1, 2023.

TYPE OF SERVICE

TRADITIONAL CELLULAR TELEPHONE SERVICE, DOMESTIC USE

Traditional cellular telephone services shall allow users to directly dial any telephone number which is available through the Public Branch Exchanges as available from Local Exchange Carriers, Competitive Local Exchange Carriers, Long Distance Carriers and competitive Cellular Telephone Service providers. Access to any telephone subscriber number shall not be restricted. Services shall include typical "off the shelf" features and telephone operation. Equipment provided for use with this service shall be referred to as Traditional Cellular Telephone (TCT) equipment. One (1) free voice device shall be offered for each user one (1) time per line. Otherwise, devices shall be eligible for upgrade at prices included in this contract.

However, the parties acknowledge and agree that before a telephone number previously used with another carrier can be used on Contractor Networks, Customer must provide information about the account with the other carrier, such as the account number, or tax identification number, telephone number, 5-digit zip code and password, if applicable. Until the port from the previous carrier is successful, the T-Mobile wireless Product will only be able to call 911 and Customer Care. Once the port is completed, Customer's old device will no longer work. Customer acknowledges, due to system limitations and occurrences outside Contractor's control, some requests to port a telephone number from another carrier to Contractor, or from Contractor to another carrier, may not be successful.

ISP ACCESS DATA SERVICES

Contractor shall provide data transport at multiple speeds, limited by the use of Contractor technology. Common terminology is third generation (3G) fourth generation (4G LTE) service and fifth generation (5G).

SMARTPHONE SERVICES

A smartphone is defined as a mobile phone with advanced capabilities including PC-like functionality with access to text messaging, e-mail, web browsing, take and display photos and videos, and data storage. Phones must be capable of accessing Microsoft Exchange Server and include Personal Digital Assistant (PDA) capabilities including calendaring. Access shall be provided throughout the Contractor footprint of the continental United States. Equipment functionality must include the ability to open MS Excel, MS Word and Adobe Acrobat files. Currently systems running iOS are the only accepted operating systems, though this may change, and the Contractor needs to be flexible with this evolving technology. Equipment provided for use with this service shall be referred to as Smartphone (SM) equipment. One (1) free Smartphone device for each accepted operating system specified shall be offered for each user per line. The free device shall sustain the End of Life (EOL) support of the Smartphone's manufactures as it relates to update support. For example, if a device is not able to update to the latest operating system (OS) then a new free device shall be provided. The Contractor shall permit the upgrade of devices twenty-four (24) months at no cost. Otherwise, devices shall be eligible for upgrade at prices included in the Exhibit C.

One (1) free Smartphone sample device shall be provided to the Department of Information Technology (DoIT), Director of Technical Support, for a ninety (90) day evaluation and use approval prior to distribution to users. Devices shall be returned to the Contractor after evaluation. Rejected devices shall be replaced with DoIT approved devices.

Contractor shall provide State of NH employees access to the State of NH Mobile Device Management solution at no additional cost or change in plan regardless of whether it is a personal or State of NH device.

Systems provided to the State of NH must have current iOS loaded and models should have no less than twenty-four (24) months before EOL support is required.

Contractor shall enroll purchased smartphones in Apple Business Manager (ABM), or equivalent service that allows supervised management of the Smartphone with the State Mobile Device Management (MDM) system.

LICENSES

The Contractor shall currently hold and retain throughout the duration of the contract all licenses or certificates required by the State and Federal authorities inclusive of the Federal Communications Commission and State of New Hampshire Public Utilities Commission. The Contractor shall file with the appropriate regulatory body, any tariff, amendments, or special contract offerings to ensure that the required terms and conditions of this Proposal are met. The Contractor shall cooperate fully with the PUC to ensure that all time schedules noted within are met.

In the event of loss of license or permit to provide services as defined, the contract shall be nullified; with the State free to engage in an agreement with any contractor as becomes necessary to continue services without retribution to the original Contractor.

INTRODUCTION OF SERVICES

The Contractor shall insure that services do not operate in conflict with alternate service providers. Contractor shall provide all user cellular equipment inclusive of telephones, data modems and associated devices, and deploy in order to ensure that the State is not without service for any period of time during transfer of service from an incumbent contractor.

Additional equipment shall be provided when requested to support new subscribers after start of the Contract. Only services requested and authorized by the State shall be replaced. The Contractors shall communicate with Agency contacts and State users for coordination with the distribution of equipment.

RETENTION OF EXISTING TELEPHONE NUMBERS

The State shall retain any existing cellular telephone number currently assigned to a State subscriber. Contractor shall be responsible to port over numbers to the proposed service as requested by the user. The porting of numbers shall not delay service installation nor result in a user being without service.

However, the parties acknowledge and agree that before a telephone number previously used with another carrier can be used on Contractor Networks, Customer must provide information about the account with the other carrier, such as the account number, or tax identification number, telephone number, 5-digit zip code and password, if applicable. Until the port from the previous carrier is successful, the T-Mobile wireless Product will only be able to call 911 and Customer Care. Once the port is completed, Customer's old device will no longer work. Customer acknowledges, due to system limitations and occurrences outside Contractor's control, some requests to port a telephone number from another carrier to Contractor, or from Contractor to another carrier, may not be successful.

Additionally, the number to be ported to the Contractor's network shall remain active (not cancelled or terminated with current carrier) in order to be successfully ported to the Contractor's network.

PURCHASE ORDERS

The State may email, mail, or fax Purchase Orders (PO) as requests for service. The Contractor shall accept State Purchase Orders whenever used. If a PO is used the applicable contract number shall be referenced in the body of the PO.

ORDERING PROCEDURE

State agencies may call the Contractor at any time between 8:00 A.M. and 4:30 P.M. Monday through Friday to request services. The Contractor shall respond and provide appropriate service as requested, and allowed under the Contract, with the exception of Smartphones. Only Smartphones previously approved by the State Department of Information Technology shall be provided. No tablets may be purchased under this Contract.

- The Contractor shall be responsible to provide to DoIT-Statewide Telecommunications, a monthly report in Microsoft Excel to track each State agency Smart Phone issued by the Contractor under this contract identifying (at a minimum) the device model, serial number, State Agency/User assigned the device, date of issuance, date of termination.

CONTRACTOR SIGNATURE DOCUMENTS

Any signature forms used by the Contractor to reflect service requests or delivery of service by the Contractor to the State shall refer to the Contract number. All other terms and conditions shall be null and void.

INITIAL SERVICE REQUESTS

The Contractor shall contact designated State agencies to perform a service needs analysis as directed by the State at the initiation services. The Contractor shall meet with each designated agency to determine the count and type of telephones, service program and delivery of replacement services. The needs analysis shall be completed prior to deployment. A complete deployment plan including agency, end user, telephone number, equipment supplied, cost and cost plan shall be provided to the Department of Information Technology (DoIT) Telecommunications Section prior to deployment.

Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

ADDITION AND REMOVAL OF USERS

Telephone subscriptions may be added or removed from service at any time during the Contract term with no termination liability. The State may add or change user(s) at any time during the contract term without incurring any installation/activation costs during the contract term of the contract without incurring disconnect/termination charges. For any line of service receiving a device subsidy, each line of service must be activated and maintained for at least 24 months from the date of activation without any termination of any line of service. In the event a user receives a subsidized device and terminates services or disconnects the device from the Contractor's network prior to twenty-four (24) months from the date of activation, Contractor may charge a pro rata subsidy repayment for the device. Any accessories provided shall be retained as property of the State.

RETURNS

Return Authorization credits shall be provided without penalty for faulty equipment.

- Contractor shall provide the State with a single point of contact and address for the return of equipment.
- Contractor shall be responsible for all shipping charges for faulty equipment returned.
- Defective telephones, accessories and associated equipment shall be replaced within three (3) State business days from Contractor's determination that the device, accessory or associated equipment is defective. Such service shall be available to State users by placing a single telephone call to the Contractor.

Contractor Initials DS DB
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- Equipment that is not defective, but is taken offline due to end user termination shall not be returned to the Contractor, but reassigned to another user, if possible.

If Contractor's Points of Contacts (POC(s)) are notified in writing within 30 days of faulty equipment, Contractor will either replace for same or like model or provide a return credit of the cost of any equipment supplied directly from the Contractor's inventory. Replacements will be shipped to end users via 3-day shipping at no cost. Expedited shipping is available, but there would be a charge to the end user's account.

USER TRAINING

When requested, the Contractor shall coordinate and make available training of users on the operation of the individual telephone, service access and features upon delivery of equipment. Requested training shall be made available at each individual State office. Continued support shall be provided to train new users and provide refresher training for others when requested by the State. When requested, training shall be provided, at no cost to the State; in addition, the Contractor may also provide user training materials on-line at no cost to the State.

USER DOCUMENTATION

The Contractor shall provide user instruction manuals and associated documentation with each system provided. Manuals shall include detailed operation of all devices, accessories and system operations including use of Anti-Virus/Anti-Malware application.

Manuals that include detailed information of the operation of telephones, accessories and system operations can also be made available through the Contractor's website.

CUSTOMER SUPPORT SERVICES

The Contractor shall provide complete customer support inclusive of the following:

- Account Management

The Contractor shall provide a single point of contact for the State or its representative(s). Contractor shall work in conjunction with any State contractor regarding the interface of any and all Contractor or State provided and supported communications equipment.

- Account Team Access

Contractor shall provide telephone, facsimile, and Internet e-mail access to each individual on the Contractor account team. General toll-free numbers shall be provided for telephone and facsimile services on a statewide basis.

- Billing Support

The Contractor shall assign a dedicated financial representative to the State account that will cooperate with the State to resolve billing, call detail, equipment programming, data discrepancies and all other aspects of the Contract. The Contractor shall be capable of receiving ACH or credit card (P-Card) payments from the State.

- Problem Resolution

The Contractor shall have a single contact person, available from 8:00 A.M. to 4:30 P.M. during State workdays for the resolution of problems. The contact person must be authorized to provide invoice corrections, initiate repair and equipment replacement processes and expedite services.

The State shall designate a Contract Administrator who will work with the Contractor to resolve problems that cannot be resolved by the agency end-users.

The Contract Administrator may impose a moratorium on a Contract pending resolution of any controversy that arises regarding services to be provided pursuant to this Contract or take other action deemed necessary.

TECHNOLOGY UPDATES

The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The Contractor shall not impose any charges or fees for termination of a given service by the State or when the State elects to discontinue a service and/or requests replacement or upgrade of service with another offering while remaining a customer of that same Contractor. Contractor shall replace any interface equipment which becomes obsolete due to Contractor service updates. In the event the Contractor does not provide a replacement agreeable to the State, the State shall have the option to terminate the affected service without early termination penalty and without either party being breach of this Contract.

All users shall be notified sixty (60) business days prior to technology updates and new technology changes.

Further, technology updates and new technology in this context is limited to network upgrades that would make a device unusable for Voice/Data/Text or combination thereof. The example being turning down old technology to accommodate growth of new technologies and enhanced services for Contractor's customers.

INTRODUCTION OF NEW TECHNOLOGY

Contractor shall provide notification to the State prior to technology updates requiring end user equipment replacement or modifications in methods of calling. Whenever such changes are made, the State may request sample equipment to verify that services operate within the parameters of the contract, any such change shall be communicated to the end users a minimum of sixty (60) days in advance.

The presentation of any new service not current in any resultant contract shall require the issuance of a Contract amendment after the service is accepted by the State.

CONFIDENTIAL INFORMATION

The Contractor agrees that all discussions or information gained during any engagement shall be considered confidential and that no information gathered by the Contractor shall be released without prior written consent of the State.

INVOICING AND REPORTING REQUIREMENTS

Invoices and reports are required throughout the duration the Contract as denoted below.

- Monthly Reports

The Contractor shall provide a Monthly Summary Report detailing services provided under this contract to both the Department of Administrative Services, Bureau of Plant and Property and the Department of Information Technology - Statewide Telecommunications. Included in the Monthly Summary Report shall be all cellular telephone numbers subscribed to the State, billing program used, monthly cost, usage cost, data usage, telephone minute usage, equipment provided (including make/model for Contractor provided devices and/or equipment), telephone "owner", State agency responsible for billing and contact person. **The State shall not be required to use any Contractor associated website as the main source to gather this information. The contractor may provide**

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website access as an additional tool to the State of New Hampshire but is not to be used in lieu of any reporting requirements. Contractor shall exclude from reports any information classified as Personally Identifiable information (PII) or Customer Proprietary Network Information (CPNI).

The report shall also highlight any device that has been inactive for sixty (60) days or more. That State shall work with the agency and Contractor to determine if these devices shall be removed from service.

- Invoicing Services

Invoicing Services shall consist of the costing of all Contractor provided services. Contractor shall detail all charges and provide extended definitions of itemized charges. Bulked charges shall be rejected by the State. A separate invoice shall be available for each State Agency of which telephones are subscribed. The State may require that multiple telephones be billed on a single account. In such cases, the Contractor shall place charges on a single master bill.

Invoices shall be submitted on a monthly basis, inclusive of the first bill cycle day of the month to the last bill cycle day of the month in which the services have been performed. Charges will be prorated by the numbers of days in service when partial month services occur.

- Invoice Details

All monthly reports and invoices shall be itemized including details for every Contractor billable item, inclusive of basic monthly charges, minutes of use, excess minutes of use, call detail inclusive of city/town location and telephone number called. All call records must be listed in sequential order by date of call.

- Invoice Corrections

The Contractor, after being provided written notice by the State to Contractor's main points of contact, shall provide within ten (10) working days after notification, any corrective data requested by the State. This shall include replacement reports, corrective information on balances and credits and any other change of service information required for bill back to agencies by the State.

- Invoice and Report Delivery Timeframe

Invoices and Reports shall be delivered on or prior to 25 days subsequent to the monthly bill cycle. The State shall not be held liable for service performed without the receipt of properly filed invoices, reports and supporting information. Invoices shall be forwarded directly to State users, and may be forwarded as a group to same addresses when directed by the State.

- Account Balances

The Contractor shall maintain all records of payments, credits and balances.

- Accuracy of Invoices

Contractor shall be responsible to justify all charges to the State. Invoices must be reviewed for accuracy prior to delivery to the State. All billing information provided to the State must reflect same information. Paper invoices and electronic reports shall reflect same call detail, record count, call and service cost. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the Contractor.

- Paper

It is preferable that invoices be available electronically, delivered by e-mail, or downloadable from an Internet web site.

- Electronic Media

Monthly reports shall be provided in electronic PC format such as a .csv file format. All such reports shall be e-mailed to designated Contract Administrator, or alternate addresses when provided by the State.

REPAIR, MAINTENANCE AND INSTALLATION SERVICES

The Contractor shall make services available 24 hours per day, seven (7) days per week. The Contractor shall be responsible to implement appropriate repair, maintenance and installations required to ensure continued operation of all services throughout the duration of the contract. The Contractor shall provide a dedicated representative to the State account, and a 24/7 trouble reporting telephone number. Contractor is required to make the dedicated Representative aware of all trouble calls made to the reporting telephone number. A Representative shall be available to receive service trouble calls, service outage reports, etc. and provide the State DoIT-Statewide Telecommunications with regular service resolution/restoration reports and timelines.

TOLL FREE TELEPHONE NUMBER

A toll-free telephone number shall be provided for trouble reporting and immediate service assistance. Personnel shall be knowledgeable of the services and devices as configured for the State.

Phone number: 1-800-375-1126

Escalation to Second Level Support

Escalation to second level support shall be provided for trouble reports not addressed and corrected within a 24-hour time period.

Contact: Sang Pham
Phone Number: 508-440-7667

TELEPHONES AND EQUIPMENT

Contractor shall provide a single end user device for each service end user, inclusive of Traditional Cellular Telephones, Smartphones, and Data services. The Contractor shall also offer equipment for purchase at the discretion of the State. The Contractor shall provide cellular service for compatible equipment that is currently owned by the State. Services for all equipment shall include equipment programming, repair, installation, and instructional assistance. All user equipment purchased by the State shall be retained as property of the State once delivered to end-users. Equipment may be substituted at any time after equipment review and acceptance by the State.

ACCESSORIES

All telephones provided by the Contractor shall be complete and ready to use with the following attachments:

- Standard Wall Charger
- 12-volt Car Charger
- Choice of cell phone case (including belt clip holster or belt clip carrying case)
- Bluetooth earpiece/headset
- Screen protectors for Smartphones

- Handheld Portable Telephones

Traditional Cellular Telephones shall allow use of each service feature proposed by the Contractor and incorporate hands free talk-back, corded earpiece, graphic display, internal call directory and other common phone features or accessories as provided by the OEM. A base phone shall be provided at no charge, with optional feature phones for purchase.

Contractor shall provide a full range of Smartphones offering iOS, and Android operating systems (though at this time the ONLY approved device is the iOS).

- ISP Access Data Equipment

Contractor shall provide Internet access equipment inclusive of Sierra Wireless Aircards, Novatel Wireless Ovation or equipment with same performance and similar features, designed for use with laptop, mobile or stationary data equipment. Contractor shall provide a full physical, operating and technical description of each device offered.

- Machine-to-Machine

Contractor shall provide services allowing wireless, such as vehicle tracking, game cameras, etc. Any lines utilized under this plan shall be a separate account from any other voice or data plan.

- Bluetooth Equipment

Contractor shall provide devices and accessories compatible with Bluetooth, hands-free, equipment. Hands-free equipment shall also be offered at a minimum discount for the entire term of any awarded contract.

- Existing Equipment

Equipment currently owned by the State and procured from the Contractor, compatible with Contractor's Network infrastructure and confirmed in writing by Contractor's Sales Engineering team, shall be serviced by the Contractor. Services shall include equipment programming, repair pursuant to the manufacturers' warranty, and operational instructional assistance.

- Equipment Maintenance and Warranty

The Contractor shall have at their disposal installation and support technicians to provide support services for all equipment supplied by the Contractor. It will be acceptable through the course of the term of service to substitute alternate equipment as manufacturers discontinue products and introduce new equipment. Acceptance of such equipment shall be at the discretion of the State.

As additional clarification, each device from Contractor's inventory comes with a one-year manufacturers' warranty. If the device is refreshed with a new device at month 25, the new device(s) would come with a new 12-month manufacturers' warranty. Device refresh would need to be initiated by the State and/or End User in writing to Contractor's sales POC(s). Shipping of new devices is at no charge with 3-day select service. Expedited shipping is available but would be subject to a charge to the State or End User's account. All equipment shall have a warranty for the manufacturers' standard period of time, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, and labor in accordance with the manufacturers' warranty.

- Quality of Equipment

All equipment provided shall be new or of factory refurbished like new quality. The State retains the right to reject any equipment which does not provide a showroom appearance and equivalent operation.

- Insurance

The Contractor may propose equipment insurance providing replacement of lost, stolen or damaged telephones. Insurance shall be at the option of the State and not a requirement of the Contractor.

- Security

The Contractor shall maintain network security at all times, disallowing network facility access by unauthorized users. When fraudulent use is detected, the Contractor shall contact the State and discontinue service for a designated telephone number if directed by the State.

NATIONAL SERVICE COMPATIBILITY

The service shall be interactive with other Contractor services allowing functionality throughout most areas of the United States.

INTERNATIONAL SERVICE COMPATIBILITY

Contractor may offer international services allowing the use of multi-band telephones (or single band phones) that operate under GSM (Global Special Mobile) or alternate technologies used in Europe or other areas of the world. International Services shall be ordered by the end user on an as needed basis.

E911 AND FCC SERVICE COMPATIBILITY

Contractor services and equipment must meet all FCC, State E911 and Federal E911 mandates.

SERVICE FEATURES

The Contractor shall offer service features as defined below. All offered features are also defined and priced in Exhibit C.

- Call Forwarding

Forwarding of calls to alternate lines and/or voice mail. Transfer may be invoked either if calls are unanswered after a designated number of rings or if line is busy.

- Voice Mail

An answering system allowing calls to forward to an automated message center for call message recording and playback.

- Text Messaging

Users shall have the ability to send and receive text messages using telephones.

- Caller ID

Display of originating caller telephone number.

TECHNICAL ARCHITECTURE

The Contractor shall utilize a modern technology/software solution(s) for end-to-end management of wireless cellular and data infrastructure. It shall enable the Contractor's staff to log, process, and provide customer support. It shall be rules based to accurately support plan eligibility and claim

determinations. It shall allow for data and information report production and be reinforced by backup/data recovery features and arrangements to transfer files, services, and data processing as appropriate.

- Data Protection

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of information provided as part of the contract. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of such information and comply with the following conditions:

The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to their own personal data and non-public data of similar kind.

All data obtained by the Contractor in the performance of this contract and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.

The Contractor shall encrypt all non-public data at rest. Customer traffic data that must be stored at rest inside the Contractor cellular network while it is transiting the network or awaiting delivery is encrypted at rest for the time that it is in Contractor's possession and is destroyed when Contractor has completed delivery, or the data is deemed undeliverable. The customer data traffic transiting Contractor's network is handled separately from customer account and personal information used for accounting, billing, and account management which is encrypted in transit and at rest and resides on a separate isolated and controlled network. The State shall identify data it deems as non-public data to the Contractor.

At no time shall any data that is part of the contract be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State. Notwithstanding anything to the contrary, the notice and disclosure obligations shall not apply to legal demands Contractor receives for subscriber information and/or transactional records associated with the use of a particular handset.

The Contractor shall not use any information collected in connection with the service issued from this contract for any purpose other than fulfilling the service. For clarity, "fulfilling the service" shall include, by way of example, activities such as detecting and protecting against security incidents and illegal, fraudulent or unauthorized activities, investigating suspicious traffic, cybersecurity threats or vulnerabilities, complaints or claims, and to debug and repair errors and help maintain and improve the quality and safety of products and services. Notwithstanding the foregoing, the Contractor may use non-individually identifiable information collected in connection with the service issued from this contract for the purpose of data compilation, statistical analyses and other studies.

- Data Location

The Contractor shall provide its services to the State and its end users solely from data centers within the Continental United States. All storage of contract data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its

personnel or sub-contractors to store contract data on personal portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and sub-Contractors to access contract data remotely only to provide technical support and as specified or required by the contract. The State acknowledges that the Contractor will from time to time provide confidential translation services from outside of the Continental United States. Under no circumstances shall the provision of such translation services include access to systems containing contract data that is required to be housed and remain within the Continental United States.

In performing its obligations under this Agreement, Contractors may gain access to confidential information of the State. Confidential information includes any and all information owned or managed by the State of New Hampshire - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted services including any information provided by the State, of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the confidential information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement (and as described above). Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all confidential information.

In the event of the unauthorized release of confidential information, Contractor shall promptly (not greater than 48 hours) notify the State's Information Security Officer, and the State may be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

Subject to applicable federal or State laws and regulations, confidential information shall not include information which:

Shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof:

Was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party:

Is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or is disclosed with the written consent of the disclosing party.

- A receiving party also may disclose the disclosing party's confidential information to the extent required by an order of a court of competent jurisdiction. Unless prohibited by applicable law, court order, Federal authority or regulation, any disclosure of the confidential information shall require the prior written approval of the State. Contractor shall promptly notify the State if any request, subpoena or other legal process is served upon Contractor regarding the confidential information, and Contractor shall cooperate with the State in any effort the State undertakes to

contest the request, subpoena or other legal process, at no additional cost to the State. Notwithstanding the foregoing, in the event of a Customer Proprietary Network Information (CPNI) breach, Contractor must report first to the FCC and is under a legally required black-out period whereby it cannot notify the State until permitted to do so by the FCC. No notices will be provided for requests related to criminal matters.

Contractor Confidential Information

Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

This covenant shall survive the termination of any subsequent contract.

- Security Incident or Data Breach

The Contractor shall inform the State of any security incident defined as a confirmed compromise either of the security, confidentiality or integrity of the State's Personal Data or data breach in accordance with State and Federal law.

- Incident Response:

The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State shall be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

- Security Incident Reporting Requirements:

The Contractor shall report a security incident to the State identified contact immediately if there has been a security incident that affects the security of any resultant State owned and/or user personal data.

- Breach Reporting Requirements:

If the Contractor has actual knowledge of a confirmed data breach that affects the security of any resultant State owned and/or user personal data that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact(s), and (2) take commercially reasonable measures to promptly address the data breach.

The Contractor shall promptly notify the appropriate State identified contact by telephone and email in accordance with the agreed upon security plan or security procedures if there has been a security incident that affects the security of the Plan's data.

- The Contractor Shall at a Minimum:

Cooperate with the State as reasonably requested by the State to investigate and resolve the data breach:

Promptly implement necessary remedial measures, if necessary; and

Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

In the event of a data breach, the Contractor shall bear the costs associated with:

The investigation and resolution of the data breach, which may include:

Notifications to participating employers, individuals, regulators, or others required by State or federal law:

A credit monitoring service required by State or federal law; and

A website or a toll-free number and call center for affected individuals required by State or federal law.

The Contractor shall complete all required corrective actions within a reasonable, mutually agreeable time frame.

ADDITIONAL REQUIREMENTS

- a. The State requires ten (10) days' advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
- b. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- c. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- d. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- e. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- f. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- g. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide wireless cellular and data services strictly pursuant to, and in conformity with, the specifications described in State RFP #2640-23, as described herein, Contractor's Proposal pursuant to State RFP #2640-23 and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
[https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55qhaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55qhaeqs45jpya5i45))/welcome.aspx)

6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

7. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

8. USAGE REPORTING

Contractor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Andrea Olsson and sent electronically to Andrea.I.Olsson@das.nh.gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item)
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant

- Preferred in Excel format

Contractor shall exclude from reports any information classified as Personally Identifiable information (PII) or Customer Proprietary Network Information (CPNI).

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**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Wireless Cellular and Data services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed the Price Limitation; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.8.

2. PRICING STRUCTURE

VOICE ONLY- NO TEXT OR DATA

Unlimited
\$10.00/mo

VOICE W/TEXT AND DATA

Unlimited
\$17.60/mo*

*Includes \$5.00/mo push to talk feature (where available)

**Includes voice mailbox, unlimited SMS/MMS messaging and 2 GB data

SMARTPHONE

Unlimited
\$39.44/mo

*Includes Unlimited Calling, SMS/MMS messaging, voice mailbox, \$5.00/mo push to talk feature (where available), 11GB Wireless Hotspot Capability/Tethering

4G MOBILE BROADBAND ACCESS/HOTSPOT

Unlimited
\$29.40/mo

TELEPHONE EQUIPMENT AND COSTS

ITEM	CATEGORY	MANUFACTURER OR DESCRIPTION	MODEL/VERSION	INITIAL COST PER ITEM	REPLACEMENT COST PER ITEM
Traditional Cellular Telephone	TCT	Alcatel	Go Flip 4	No Charge	\$96.00
Traditional Cellular Telephone	TCT	Alcatel	Go Flip 4	No Charge	\$96.00
Mobile or Stationary Data Access Equipment for PC Laptop Support	MSD	Franklin	T10	No Charge	\$90.00
USB Wireless Broadband Card	MSD	Franklin	T10	No Charge	\$90.00
Smartphone	SP	Apple	iPhone SE3 64GB	No Charge	\$429.99

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Smartphone Mobile Antivirus & Mobile anti-Malware Protection	SP	N/A	N/A	No Charge	N/A
Standard Wall Charger (including plug)	TCT	GOTO	DUAL USB & USB C 32W WALL CHARGER	No Charge	\$14.99
Fast Wall Charger (including plug)	SP	Belkin	DUAL 37W WALL CHARGER + C-LTG CBL	No Charge	\$29.99
12-volt Car Charger	TCT/SP	GOTO	DUAL USB A AND USB C 32W CAR CHARGER	No Charge	\$14.99
Wireless Charger	SP	GOTO	10W WIRELESS PAD	No Charge	\$22.49
Cell Phone Power Pack	SP	GOTO	10K PORTABLE POWER PACK	N/A	\$22.49
Cell Phone Protective Case (premium)	TCT/SP	Otterbox	OB SYMMETRY CLR Case for Apple iPhone SE 3	No Charge	\$29.99
Corded Earpiece (ear bud)	TCT	AME	Earpods (Universal)	No Charge	\$14.99
Bluetooth Earpiece/Headset	SP	Jabra	Jabra Talk 15 SE Bluetooth headphones	No Charge	\$26.24

*Initial cost per item (Column E): No charge Devices and Accessories ("Free Equipment") available for new activations only on contracted rate plans and not available for upgrades or replacement devices or accessories. If any Free Equipment goes end of life (EOL), a like device or accessory will be provided in Contractor's sole discretions. For new activations, Contractor may offer additional devices at promotional prices that are available at time of activation and will be subject to the terms and conditions of the applicable promotion.

*Prices do not include fees, or surcharges; fees, and surcharges are subject to change.

BALANCE OF PRODUCT LINE

ITEM	CATEGORY	MANUFACTURER OR DESCRIPTION	COST \$/line/month	% DISCOUNT	LABEL
Government unlimited for BYOD Plan	SP	Voice Rate Plan	\$29.00	16%	BYOD Only-No device subsidy included
Government Unlimited for Phones w/device Subsidy Level 2	SP	Voice Rate Plan	\$53.00	16%	Device Subsidy Included
Government Unlimited for Phones w/device Subsidy Level 3	SP	Voice Rate Plan	\$64.00	16%	Device Subsidy Included

Government Data Feature Add-On w/21GB Hotspot	SP	Add-On Feature	\$10.00	16%	N/A
Government Unlimited Data Feature Add-On w/31GB Hotspot	SP	Add-On Feature	\$15.00	16%	N/A
Government Unlimited Data Feature Add-On w/41GB Hot Spot	SP	Add-On Feature	\$25.00	16%	N/A
Government Fixed Wireless Unlimited High Speed Internet (Router Plan)	MSD	Data Rate Plan	\$45.00	16%	Fixed Wireless
Simple Choice Mobile Internet Data for Government w/2GB	MSD	Data Rate Plan	\$10.00	0%	N/A
Government Unlimited Mobile Internet for Tablets w/11GB Hotspot	MSD	Data Rate Plan	\$23.50	16%	For Tablets Only
Cradlepoint-ENT Config	MSD	Add-On Feature	\$35.00	0%	Available w/HSI Plan Only
Cradlepoint-Digital Config	MSD	Add-On Feature	\$35.00	0%	Available w/HSI Plan Only
Cradlepoint-Passthru Config	MSD	Add-On Feature	\$35.00	0%	Available w/HSI Plan Only
Cradlepoint-Custom Config (Approval Req)	MSD	Add-On Feature	\$35.00	0%	Available w/HSI Plan Only
Machine to Machine Unlimited Data (128kbps) w/Text	MSD	Data Rate Plan	\$5.00	0%	N/A
Machine to Machine Unlimited Data (512kbps) w/Text	MSD	Data Rate Plan	\$10.00	0%	N/A
EmpowerED 2.0 Program Unlimited High Speed Mobile Internet for Education Only (approval required)	MSD	Data Rate Plan	\$20.00	0%	Education only
Government private Static IP Mobile Internet for EmpowerED Only	MSD	Add-On Feature	\$0.00	0%	Education Only Approval Required
Gov Edu Web Filtering	MSD	Add-On Feature	\$0.00	0%	Education Only Approval Required
Project 10MillionProgram100 GB Per Year Plan (NSLP)	MSD	Data Rate Plan	\$0.00	0%	Education Only Approval Required
Project 10MillionProgram100 GB Per Month Plan (NSLP)	MSD	Data Rate Plan	\$0.00	0%	Education Only Approval Required
Project 10MillionProgram Unlimited Plan (NSLP)	MSD	Data Rate Plan	\$15.00	0%	Education Only Approval Required

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Project 10MillionProgram 100GB per Month Plan (NSLP & Non-NSLP)	MSD	Data Rate Plan	\$12.00	0%	Education Only Approval Required
Project 10MillionProgram General Unlimited Plan (NSLP & Non-NSLP)	MSD	Data Rate Plan	\$15.00	0%	Education Only Approval Required
Project 10MillionProgram General Unlimited Plan (NSLP & Non-NSLP)	MSD	Data Rate Plan	\$20.00	0%	Education Only Approval Required
Project 10MillionProgram General Unlimited Plan (NSLP & Non-NSLP)	MSD	Data Rate Plan	\$25.00	0%	Education Only Approval Required
Teacher Plan Subsidy Level 1	SP	Voice Rate Plan	\$35.00	0%	Device Subsidy Included
Teacher Plan Subsidy Level 2	SP	Voice Rate Plan	\$47.00	0%	Device Subsidy Included
Gov Edu Web Filtering for Teacher Plan	SP	Add-On Feature	\$0.00	0%	Device Subsidy Included
Connecting Heroes Unlimited \$0	SP	Voice Rate Plan	\$0.00	0%	First Responder only approval required
Connecting Heroes AMP Unlimited \$15	SP	Voice Rate Plan	\$15.00	0%	First Responder only approval required
Connecting Heroes Select	SP	Voice Rate Plan	\$25.00	16%	First Responder only approval required Device subsidy included
Connecting Heroes Advanced	SP	Voice Rate Plan	\$34.00	16%	First Responder only approval required Device subsidy included
Connecting Heroes Ultimate	SP	Voice Rate Plan	\$46.00	16%	First Responder only approval required Device subsidy included
First Responder Unlimited Talk and Text with 2GB	SP	Voice Rate Plan	\$15.00	16%	
6GB High Speed Data Feature for First Responder Unlimited Talk and Text	SP	Add-On Feature	\$15.00	16%	
First Responder Unlimited for Phones BYOD Plan	SP	Voice Rate Plan	\$34.00	16%	BYOD only - No device subsidy included
First Responder Unlimited for Phones w/Device Subsidy Level 1	SP	Voice Rate Plan	\$46.00	16%	Device subsidy included
First Responder Unlimited for Phones w/Device Subsidy	SP	Voice Rate Plan	\$58.00	16%	Device subsidy included

Level 2					
First Responder Unlimited for Phones w/Device Subsidy Level 3	SP	Voice Rate Plan	\$69.00	16%	Device subsidy included
First Responder Unlimited for Phones Data Feature w/21 GB Hotspot	SP	Add-On Feature	\$10.00	16%	
First Responder Unlimited for Phones Data Feature w/31 GB Hotspot	SP	Add-On Feature	\$15.00	16%	
First Responder Unlimited for Phones Data Feature w/41 GB Hotspot	SP	Add-On Feature	\$25.00	16%	
First Responder Unlimited High Speed Mobile Internet	MSD	Data Rate Plan	\$40.00	16%	
First Responder Unlimited High Speed Mobile Internet for Tablets w/ 11GB hotspot	MSD	Data Rate Plan	\$28.50	16%	For tablets only
Secure Wi-Fi GSM (Smartphone)	MSD	Add-On Feature	\$1.99	0%	
Secure Wi-Fi (Mobile Internet)	MSD	Add-On Feature	\$1.99	0%	
Government Public Static IP Voice	MSD	Add-On Feature	\$2.00	0%	
Government Public Static IP Mobile Internet	MSD	Add-On Feature	\$2.00	0%	
T-Mobile Direct Connect \$5 Handset - PTT	MSD	Add-On Feature	\$5.00	0%	Push to Talk
T-Mobile Direct Connect Table \$5 - PTT	MSD	Add-On Feature	\$5.00	0%	Push to Talk
LMR Interop add on for MI	MSD	Add-on Feature	\$0.00	0%	
LMR Interop add on for GSM	MSD	Add-On Feature	\$0.00	0%	
T-Mobile Direct Connect Block All Data - PTT	MSD	Add-On Feature	\$0.00	0%	Push to Talk
T-Mobile Direct Connect Blk Data MI - PTT	MSD	Add-On Feature	\$0.00	0%	Push to Talk
T-Mobile Direct Connect for Wi-Fi - PTT	MSD	Voice Rate Plan	\$5.00	0%	Push to Talk
T-Mobile Direct Connect Cross Carrier - PTT	MSD	Voice Rate Plan	\$5.00	0%	Push To Talk
T-Mobile Direct Connect Desktop Dispatch - PTT	MSD	Voice Rate Plan	\$5.00	0%	Push to Talk
DC LMR Interop Talk Group	MSD	LMR	\$0.00	0%	

DC LMR Interop User/CSSI/ISSI	MSD	LMR	\$0.00	0%	
SMARSH Message Archiving	MSD	Add-On Feature	\$0.00	0%	

*MRC and setup charges do not include fees, or surcharges; fees, and surcharges are subject to change.

*For new activations, Contractor may offer additional devices at promotional prices that are available at time of activation and will be subject to the terms and conditions of the applicable promotion.

Requirements for the Government Unlimited Rate Plan with Subsidy Allowance and First Responder Government Rate Plan with Subsidy Allowance

1) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without termination of any line of Service (the "Subsidy Term");

2) Each line of Service may be suspended for up to a 90-day period following the activation ("Suspension Period"); however, the Subsidy Term for the line of Service will be extended by the amount of time of any such suspension. One (1) Suspension Period per 12 months is permitted per line of Service;

3) Each line of Service must be activated in accordance with the terms of the Agreement;

4) Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term;

5) The subsidy cannot be combined with any other discounts, credits or promotional offers; and

6) Customer's account with T-Mobile must be in good standing to receive the subsidy.

Minimum Activation Period/Termination. If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of \$150 for such line, then Customer will reimburse T-Mobile \$75 (i.e. 50% [12/24 months] X \$150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the Subsidy issued to Customer for the terminated lines within 30 days of issuance of notice by T-Mobile.

EmpowerED Program Plans are available to elementary, middle, high schools, and school districts across the U.S. The eligibility criteria and EmpowerED Program offers are posted here: <https://www.t-mobile.com/business/education/empowered2>.

Requirements to qualify for Subsidy allowance under EmpowerED Program:

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the EmpowerED rate plan listed under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the "Device Discount/Subsidy Term");

- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for a pro rata portion of the Device Discount/Subsidy received for each month remaining in the Device Discount/Subsidy Term.

- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;

- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;

- Customer's account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and

- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy. Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

Contractor Initials DS
DB
Date 3/30/23

Government Fixed Wireless Unlimited High Speed Internet (Router Plan) Not available in all areas; addresses ineligible for 5G may be eligible for 4G LTE or other fixed wireless options. During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Plus taxes & fees: Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.40 per data only line (\$0.12 for RPF & \$1.28 for TRF) apply; taxes/fees approx. 3-12% of bill. Credit approval required. For use only at location provided at activation. **Video** streaming resolution depends on available speeds. For best performance, leave video streaming applications at their default resolution setting. Not compatible with some live TV streaming services. **Coverage** not available in some areas. **Network Management:** Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See contract for additional information.

Project 10Million

Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 100GB on \$12 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.40 per data only line (\$0.12 for RPF & \$1.28 for TRF) apply for paid plans. Video streams at up to 2.5Mbps (SD). Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information.

Teacher Plans

24 months consecutive service on qualifying plan required for device subsidy pricing; if any line receiving a device subsidy is cancelled, suspended, or changed to a lower-priced rate plan, you may be charged a subsidy repayment (1/24th of subsidy per month remaining in the subsidy term). Tax on pre-subsidy price of device due at sale. For individual educator use; not for classroom connectivity. Qualifying government account, credit approval, deposit, and \$25 SIM starter kit or, in stores & on customer service calls, \$20 upgrade support charge may be required. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line (\$0.50 for RPF & \$2.99 for TRF) applies; taxes/fees approx. 6-28% of bill where applicable. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Not available for hotspots and some other data-first devices. **Video streams** at up to 2.5Mbps (SD); Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Optional educational filtering may prevent some video streaming or other content. **Not for extended international use; primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. We are not responsible for our partners' networks. **Coverage** not available in some areas. **Network Management:** Service may be **slowed, suspended, terminated, or restricted** for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion, customers on this plan using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

First Responder Plans (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910]. Final eligibility determinations are in T-Mobile's discretion.

Connecting Heroes \$0 Plan and AMP \$15 plan are not eligible for any aggregate volume discount; price does not include applicable taxes, fees and surcharges. **For state & local fire, police, and EMS agencies' first responder lines; eligibility verified. Video streaming resolution varies by plan; 480p with Free & Select plans. **Coverage** not available in some areas and may be impacted by emergencies; check your response area. Line eligibility subject to reverification. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line (\$0.50 for RPF & \$2.99 for TRF) applies for paid plans; taxes/fees approx. 0-19% of bill. **WPS** eligibility must be confirmed by USDHS. WPS functionality (including priority access and preemption) may not be available while roaming; may default to 4G signal in areas with standalone-only 5G. Completion of calls not guaranteed. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, unlimited data at up to 128kbps on all plans with up to 5GB high-speed data for Amp, Advanced, & Ultimate plans. **Video streams** at up to 1.5Mbps. Activation required to deliver video streams at speeds that provide HD video capability (max 1080p) with Amp & Advanced plans and UHD video capability (max 4096p) with Ultimate plan; some content providers may not stream their services in HD or UHD. Optimization may affect speed of video downloads; does not apply to video uploads. **Tethering:** After plan allotment of high-speed data then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone usage is prioritized over Mobile Hotspot (tethering) usage, which may result in higher speeds for data used on device. **Int'l Roaming:** Usage may be taxed in some countries. Calls from Simple Global countries, including over Wi-Fi, are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128 Kbps with Free & Select plans; approx. 256 Kbps with Amp, Advanced & Ultimate plans. **Not for extended international use; you must reside in the U.S. and primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. Coverage not available in some areas; we are not responsible for our partners' networks. **Network Management:** Program/Service may be **slowed, suspended, terminated, or restricted** for interference with our network or ability to provide quality service to other users or abusive/excessive use. See T-Mobile.com/OpenInternet for details. See **Terms and Conditions** at www.T-Mobile.com for additional information.

Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
- Police or fire chiefs and their staff -Police or fire field command
- Police or fire dispatch
- 911 call centers

Total Line Eligibility and Line Limits for Connecting Heroes. Customer may be subject to a limit on lines using any, a combination of Connecting Heroes rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described herein ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's total Line Limit.

SMARSH: Qualifying credit, service, activation, and one license per line required. Subject to third party license and service terms; visit www.smarsh.com for details. Coverage not available in some areas. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com.

Secure Wi-Fi Monthly Recurring Charges ("MRC") are the monthly fees for the Services charged to Customer. MRCs do not include taxes, fees, or applicable surcharges. Secure Wi-Fi is a product of Mobophiles, Inc. ("Mobophiles"). T-Mobile is not bound by, and does not assume any obligations, commitments or liability under any Mobophiles terms and conditions. T-Mobile does not control and is not responsible or liable for how the Secure Wi-Fi application or Mobophiles transmits, accesses, stores, or uses data. Secure Wi-Fi is not FedRamp authorized.

Requirements for Secure Wi-Fi T-Mobile will send Customer's End Users an SMS message prompting End Users to download the Secure Wi-Fi App via Google Play Store or Apple App Store. By purchasing Secure Wi-Fi, the Customer authorizes this SMS message to its End Users. Customer authorizes its End Users to accept the Terms and Conditions provided on the device upon activation of the feature. The End Users must accept these Terms and Conditions in order to activate Secure Wi-Fi. Customer authorizes Mobophiles to collect information in accordance with the Terms and Conditions and applicable privacy policies of Mobophiles.

Cradlepoint Terms. Customer's use of the Cradlepoint Device in connection with T-Mobile's Business Internet Services is subject to the Cradlepoint Terms of Service and License Agreement, and Cradlepoint Privacy Policy (found <https://cradlepoint.com/about-us/terms-of-service/> and <https://cradlepoint.com/privacy-policy/>) (the "Cradlepoint Terms"). Customer's use of the Cradlepoint Device is deemed to be acceptance by the Customer of the Cradlepoint Terms. If any hardware or equipment purchased by Customer from T-Mobile includes any software necessary to use the Cradlepoint Services, Customer's use of such software is also governed by the Cradlepoint Services Agreement and such software is part of the "Cradlepoint Services." The Cradlepoint Terms are solely between Cradlepoint and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Cradlepoint Terms. T-Mobile does not control and is not responsible or liable for how Cradlepoint transmits, accesses, stores, or uses data.

T-Mobile Direct Connect & LMR

Customers will be required to sign a T-Mobile Direct Connect Addendum to purchase the T-Mobile Direct Connect solution. T-Mobile is solely providing Customer with access to TDC & LMR, products of Motorola Solutions, Inc., a third-party provider ("Motorola"). Customer's use of the Product is subject to acceptance of the Motorola's terms of use (the "Third-Party Terms") in the manner required by Motorola. The Third-Party Terms may be updated by Motorola at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") MRC and setup charges do not include taxes, fees, or surcharges.

General Rate Plan Terms and Conditions: On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use.

Tethering: Tethering at max 3G. Service may be terminated or restricted for excessive roaming.

Simple Global: Usage may be taxed in some countries. Calls from Simple Global countries over Wi-Fi are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. See <http://www.t-mobile.com/optional-services/roaming.html> for included countries and destinations. The list is subject to change at T-Mobile's discretion.

Stateside Int'l Talk: Calls must originate on T-Mobile's U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. Select companion smartphone and separate qualifying service on each device required.

Simple Choice North America General Terms: Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through bill cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details.

Data Slush: Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks.

Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details.

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IOT Control Center

	Pooled Price Plans											
Price Plan Components	1 MB	10 MB	250 MB	500 MB	1 GB	2 GB	5 GB	10 GB	25 GB	50 GB	75 GB	100 GB
MRC	\$1.00	\$1.50	\$3.25	\$5.25	\$8.00	\$10.00	\$22.50	\$43.00	\$100.00	\$192.50	\$273.75	\$350.00
Pooled IAS Usage Allowance	1MB	10MB	250MB	500 MB	1 GB	2 GB	5 GB	10 GB	25 GB	50 GB	75 GB	100 GB
Overage Rate Per MB	\$0.10	\$0.05	\$0.03	\$0.02	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
T-Mobile Network Per SMS Rate	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
T-Mobile Network Per MOU Rate	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Domestic roaming Per MB Rate	\$0.10	\$0.05	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Domestic Roaming Per SMS Rate	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Domestic Roaming Per MOU Rate	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03

Control Center

Customers will be required to sign a T-Mobile IOT Services Addendum to purchase IOT pricing. Usage will be measured at the end of each billing cycle and the MRC (monthly recurring charge, or "MRC") and any overage will be billed at the applicable rate. Customer will be billed within the United States in U.S. dollars. The IAS allowance is pooled among all active lines of service on the same price plan. An IAS allowance accrues for a billing cycle only for lines of service that pay an MRC for that billing cycle. Data usage will be billed by kilobytes. Every session will be rounded UP to the next kilobyte. Other taxes and government mandated fees may apply. IoT Services is not FedRAMP authorized.

POTS Solution: OOMA & MarketSpark

Solution	Description	Additional Product Info	Commercially Available Price per License/Month
	POTS Solution		
OOMA AirDial	<ul style="list-style-type: none"> POTS (Plain Old Telephone Service) replacement product for copper wire devices AirDial is setup, either on the wall or on a flat surface, where the landline connects to a PBX The analog connection will be replaced by a wireless connection provided by T-Mobile Supports up to four analog connections and contains Dual SIM slots Also has remote monitoring through an online portal, making it easy to view the status of AirDial devices at a glance AirDial services are provided on a month-to-month basis 	N/A	\$39.95

MarketSpark	Turnkey Wireless POTS (Plain Old Telephone Service) solution, powered by MarketSpark to help Customers mitigate the problems associated with end-of-life copper by enabling them to leverage T-Mobile wireless service to maintain connectivity of legacy life-safety applications (fire panels, security alarms, elevators) with a fully managed, platform-based solution.	MarketSpark Voice (elevator)	\$45.00
		MarketSpark Specialty (fire panel, alarm, modem, fax)	\$52.00
		MarketSpark Managed Service – Auto Attendant/IVR feature add-on	\$14.00
		MarketSpark Managed feature add-on	\$14.00

Ooma Airdial

Customers will be required to sign an Ooma Airdial Addendum to purchase the Ooma Airdial solution. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") MRC and setup charges do not include taxes, fees, or surcharges. AirDial Hardware is purchased directly from, and billed by, Ooma, Inc. Ooma Airdial is not FedRAMP authorized.

MarketSpark

Customers will be required to sign an MarketSpark Addendum to purchase the MarketSpark solution. Monthly Recurring Charges ("MRC") are the monthly fees for the Services charged to Customer for the MarketSpark solution. MRC are net of all discounts. No other service discounts will apply. MRC and setup charges do not include taxes, fees, or surcharges. MarketSpark Hardware is purchased directly from, and billed by, MarketSpark Inc. MarketSpark is not FedRAMP authorized.

Dialpad

Service or Feature	Commercially Available Price per Line/Month
Collaborate from T-Mobile	
Collaborate from T-Mobile	\$12.00
Dialpad Talk - Pro	\$21.00
Dialpad Talk - Enterprise	\$29.00
Local Number	\$5.00
Fax Line	\$10.00
Toll Free Number	\$5.00
Room Seat	\$15.00
Dialpad – Contact Center	
Dialpad Contact Center - Pro	\$63.00
Dialpad Contact Center - Enterprise	\$84.00
Dialpad - Sell	
Dialpad Sell - Pro	\$80.00
Dialpad Sell - Enterprise	\$101.00
Reserved Numbers	
Reserved Numbers (Numbers held but not used)	\$1.00

Dialpad

Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase Dialpad. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge does not include applicable taxes and surcharges.

Dialpad Other Fees

- (1) The Dialpad TFB Offer requires the customer to have an equal or greater number of qualifying T-Mobile wireless lines or plans. Qualified plans include current business plans (T-Mobile Magenta, Magenta Plus, Unlimited, Unlimited Plus) that include voice and data (Talk and Text, Mobile Internet, and Advantage plans do not qualify), as well as T-Mobile Work From Home Business Internet plans. If a customer reduces qualified plans below the total quantity of Dialpad TFB Offer seats, T-Mobile reserves the right to reduce the quantity of Dialpad TFB Offer seats on the account and replace with an equal number of Dialpad Talk Seats.
- (2) Dialpad charges a per minute fee for inbound calls to Toll Free Numbers that is in addition to the MSRP. This per minute fee is subject to change, but is currently \$0.02 per minute for US Toll-Free numbers.

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(3) Dialpad Fax includes 100 pages of faxes per month and each additional page is in addition to the MSRP. This additional per page charge is subject to change, but is currently \$0.10 per page for U.S. faxes.

(4) Dialpad charges a per minute fee for inbound and outbound calls for Dialpad Contact Center and Dialpad Sell that is in addition to the MSRP. This per minute fee is subject to change, and is currently \$0.01 per inbound minute and \$0.02 per outbound minute

(5) Cost Recovery Surcharge of \$2.98 per active Dialpad user line/license applies.

MyDevices

Plan Name/Device/Feature Description	Plan/Add On/Setup	Monthly Cost
myDevices Gateway – cellular enables (opex)	Plan	\$30.00
myDevices Gateway – ethernet only (opex)	Plan	\$20.00
myDevices Gateway – cellular enabled (capex)	Plan	\$15.00
myDevices Gov Package	Plan	\$4.50
myDevices Gateway – ethernet only (capex)	Plan	\$4.50
myDevices Indoor/Outdoor Location Sensor (capex)	Plan	\$5.00
myDevices Energy Monitoring Sensor (capex)	Plan	\$4.50
myDevices Temperature Sensor (capex)	Plan	\$4.50
myDevices Temperature Sensor with Data Logging	Plan	\$4.50
myDevices Temperature Probe Sensor with Data Logging	Plan	\$4.50
myDevices 3-button Satisfaction Survey	Plan	\$4.50
myDevices 2-button Satisfaction Survey	Plan	\$4.50
myDevices Bluetooth Beacon	Plan	\$4.50
myDevices Emergency Push Button with GPS (capex)	Plan	\$4.50
myDevices Smart Waste Bin Sensor	Plan	\$4.50
myDevices Predictive Maintenance Sensor	Plan	\$4.50
myDevices Desk Presence Sensor	Plan	\$4.50
myDevices Sound Sensor	Plan	\$4.50
myDevices CO2 Sensor	Plan	\$4.50
myDevices Room Occupancy Sensor	Plan	\$4.50
myDevices Smoke and Heat Sensor	Plan	\$4.50
myDevices Industrial Temperature and Humidity Sensor with Probe	Plan	\$4.50
myDevices Indoor Window and Door Sensor	Plan	\$4.50
myDevices Occupancy, Temperature and Light Sensor	Plan	\$4.50
myDevices Rodent Traps with Sensor	Plan	\$4.50
myDevices People Counter Sensor	Plan	\$4.50
myDevices Machine condition Monitoring Sensor	Plan	\$4.50
myDevices Water Meter	Plan	\$4.50
myDevices Water Leak Detection	Plan	\$4.50
myDevices Acceleration Based Movement Sensor	Plan	\$4.50
myDevices Vehicle Detection Parking Sensor	Plan	\$4.50
myDevices Push Button (Non GPS)	Plan	\$4.50
myDevices Ambiance Monitoring Sensor (motion, humidity, temperature, light, TVOC, CO2, and Barometric Pressure Sensors)	Plan	\$4.50
myDevices Gov Package	Plan	\$8.50
myDevices Temperature Sensor (opex)	Plan	\$8.50
myDevices – Optional Setup Fee (Small) – One Time Charge	Setup	\$500.00
myDevices – Optional Setup Fee (Large) – One Time Charge	Setup	\$1,000.00

Push Button Alert System – Plan Name	Plan/Add On/Setup	Monthly Recurring Charge/License (Unless otherwise indicated)
myDevices – Optional Setup Fee (Small) – One Time Charge	One Time Setup	\$500.00
myDevices – Optional Setup Fee (Large) – One Time Charge	One Time Setup	\$1,000.00
MD Gateway CapEx	Plan	\$15.00
MD Push Button CapEx	Add-On	\$5.00

MyDevices

Customers will be required to sign a myDevices Solutions Services Addendum to purchase myDevices solutions. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges. MyDevices is not FedRAMP authorized.

3. INVOICE

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

4. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

*If the agency is enrolled in the P-card Program, payments shall be made via P-card. The resultant Contract has mandatory Procurement Card usage for agencies enrolled in the State P-Card Program.

Contractor Initials DB^{DS}
 Date 3/30/23

EXHIBIT D

RFP #2640-23 is incorporated herein.

Contractor Initials DB^{OS}
Date 3/30/23

EXHIBIT E

Contractor's Proposal is incorporated herein.

Contractor Initials DB^{OS}
Date 3/30/23

EXHIBIT F
Additional Terms for Master Account Wireless Services

1. **Pricing.** In addition to the Rate Plans listed in the Agreement, the Wireless Service and Device prices are also listed on the T-Mobile for Business website at www.t-mobile.com/business. Most of T-Mobile Rate Plans have month-to-month Service terms. Customer may terminate a Master Account line of Wireless Service at any time upon written notice to T-Mobile. Customer remains responsible for all Charges incurred up to and including the date of termination of such line of Service. In addition, Customer remains responsible for all credits that need to be repaid to T-Mobile as a result of Customer's early termination of applicable lines of Service that received any credits prior to the end of the Subsidy Term of such lines of Service. If Customer purchases Devices through T-Mobile's EIP ("EIP Devices"), then the terms of the EIP agreement will supersede and control the purchase of the EIP Devices.

2. **Orders.** Orders will be processed pursuant to T-Mobile's standard activation procedures. By placing an Order for Devices, Customer agrees that Devices are intended to be activated on T-Mobile's Wireless Service for use only by Customer and its employees, and Customer will not materially modify the Devices' hardware or preloaded software, or assist any third party in doing so, in a way that would lead to security risks. For the avoidance of doubt, the foregoing restriction does not prohibit Customer from adding applications or Third-Party Products to Devices in accordance with the Agreement. Devices are subject to availability. The delivery address must fall within T-Mobile's licensed Wireless Service area. If Customer has a Device or accessory under T-Mobile's EIP or lease, then Customer will refer to the terms and conditions of that agreement.

3. **Changes.**

3.1 T-Mobile may change Rate Plans and their terms made available to lines of Wireless Service or Devices at any time in T-Mobile's sole discretion. If the change to Customer's Wireless Service or Rate Plan has adverse effect on Customer, T-Mobile will provide Customer with a minimum of thirty (30) days' notice prior to the change. Customer accepts the changes to the Wireless Service terms by using the Wireless Service after the effective date of the change. Rate Plan changes will be effective as of Customer's next billing cycle.

3.2 For the Rate Plans in Attachment 1 to Exhibit A of the Agreement, T-Mobile will not increase Customer's MRC (excluding add-on features, Taxes and Fees, Surcharges, fees, or charges for additional features or Devices) for the period that applies to Customer's Rate Plan, or if no specific period applies, for as long as Customer continuously remains a T-Mobile customer in good standing on a qualifying Rate Plan. Customer agrees that T-Mobile may contact Master Account Users via SMS message to notify such User of changes to, or information about, their account or the Wireless Service.

4. **Service Availability, Service Coverage.**

4.1 Wireless Service is available to a Device only when it is within the operating range of T-Mobile's Network or the network of an operator with which T-Mobile has an applicable roaming agreement. Coverage maps are available at www.t-mobile.com and are only estimates of T-Mobile's anticipated coverage area outdoors. Customer's actual Wireless Service area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Customer's Users are on a private or public Wi-Fi network, using a non-T-Mobile Device, or if a Device no longer supports network technologies compatible with, or available on, T-Mobile's network. Outages and interruptions in Wireless Service may occur, and speed of Wireless Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable Devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Wireless Service availability. T-Mobile may impose usage or Wireless Service limits, suspend Wireless Service, or exclude certain categories of calls, messages, or sessions (e.g., conference and chat lines, broadcast, international, 900, 976 calls, etc.) in its sole discretion.

4.2 T-Mobile engineers its Network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. Further, to provide the best possible on-device experience for the most possible customers on T-Mobile branded rate plans, and to minimize capacity issues and degradation in network performance, T-Mobile may, without advance notice, take actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users, specifically those using more than 50GB of data in a billing cycle, below that of all other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle.

4.3 Devices must be used predominantly within the T-Mobile-owned Network coverage area. Devices may connect to another provider's network ("Off-Net") even when Users are within the T-Mobile coverage area. Customer and its Users should check Customer's Device(s) to determine if Customer is Off-Net. Customer should not abuse Off-Net usage or T-Mobile may limit or terminate Customer's Wireless Service. T-Mobile may limit or terminate the affected line of Wireless Service in T-Mobile's

discretion if (a) more than 50% of a User's voice and/or data usage is Off-Net for any two billing cycles within any twelve (12) month period; or (b) a User's Off-Net usage makes it unreasonable for T-Mobile to provide Wireless Service to such User. Additionally, T-Mobile may limit or terminate the affected line of Wireless Service in T-Mobile's discretion related to T-Mobile's arrangements with an Off-Net provider. If a User's Off-Net voice, data or messaging usage exceeds its associated rate plan allotment, such Users will be alerted and access to Off-Net coverage may be suspended or denied. Location services, including 911 location services, may not be available in Customer's area and are subject to the Wireless Service limitations in this Section 4.

4.4 Compatibility of Wireless Products and Services. Products may not be compatible with services provided by other wireless carriers, except for services provided in connection with roaming agreements. T-Mobile Devices may have a software programming lock that protects certain of the phone's operating parameters against unauthorized reprogramming. T-Mobile does not guarantee current or future compatibility of wireless Products or Wireless Services with Third-Party Products, features or applications. Apparent compatibility or notice from T-Mobile of compatibility is not a T-Mobile endorsement of a Third-Party Product, feature or application. T-Mobile may disable or discontinue use of any Third-Party Product, feature or application with the Wireless Services or Products.

5. Portability.

5.1 Under United States Federal law, Customer has no proprietary or ownership rights to a specific number ("Number"), IP address, or e-mail address assigned to Customer or Customer's Device. Customer may be able to transfer a Master Account User's Number to or from another provider with whom T-Mobile has a porting relationship in accordance with T-Mobile internal business policies and procedures. 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. Customer acknowledges that the Device may not be compatible with the network and services provided by another service provider. Customer may buy Devices from T-Mobile, or from someone else, however, all existing account transfers will be handled in accordance with the terms of this Section 5.

5.2 Upon submitting a change of responsibility ("COR") request to change either (a) Customer's CL to Customer's employee(s)' IL, Customer consents to change both the billing and legal responsibility for the applicable CL from Customer's responsibility for the CL to Customer's-employee(s)' responsibility, or (b) Customer's employee(s)' responsibility for IL to Customer's responsibility for CL, Customer agrees to accept both the billing and legal responsibility for the employee(s)' IL once released by the employee(s). If approved, the transfer of any EIP (as defined below) balance to the employee or Customer will not be effective until a new EIP agreement has been executed by the assuming party.

6. Billing and Payment of Charges.

6.1 iBilling and iAnalyst Billing Service. Customer may enroll in T-Mobile's iBilling and/or iAnalyst online billing services at no additional monthly charge for the Master Account only; provided, however, Customer must activate and maintain at least sixteen (16) Master Account lines of Service to receive the iBilling and/or iAnalyst billing service.

6.2 Customer may have to pay extra charges for calls to some numbers (e.g., chat lines, broadcast, calling card, international, 900, 976 calls). Unless otherwise specified in the applicable Rate Plan, Customer will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. Charges for Wi-Fi usage may vary; see Customer Rate Plan for more details. Unused minutes or other allocated Wireless Services (e.g., text messages, data transmission) expire at the end of the billing cycle unless otherwise expressly stated by such Rate Plan's terms and conditions. Airtime usage is measured from the time the Network begins to process a call (before the call rings or is answered) through its termination of the call, or if applicable, any fraction of a minute of usage is rounded up to the next full minute. Depending on the Rate Plan, data usage may be rounded up at the end of each data session, at the end of Customer's billing cycle, and/or at the time Customer switches data plans. See www.t-mobile.com/business for Rate Plan details. T-Mobile may change Customer's billing cycle at any time upon 30 days' prior notice (e-mail to Customer's authorized representative is acceptable).

6.3 Billing. Unless otherwise set forth in an Order and its applicable exhibit, Customer will be charged for Services and Products on a monthly billing cycle basis. Customer will pay all Charges assessed and billed to Customer on an invoice. Except as prohibited by law, Customer must pay Charges, less disputed amounts, within thirty (30) days of the invoice date. If T-Mobile does not receive payment by the due date on Customer's invoice, Customer may be assessed interest of the lower of 1.5% per month (or any portion thereof) or the highest amount permitted by law, on any past due amount, until paid. T-Mobile may charge Customer 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.

6.4 Disputes. If Customer disputes any Charges, Customer must notify T-Mobile of such dispute within sixty (60) days from the date the Charges were first billed or Customer waives the right to dispute such amounts. Disputes should be directed to

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T-Mobile by contacting your assigned T-Mobile Dedicated Care Representative. T-Mobile may require Customer to describe the dispute in writing. If Customer accepts a credit, refund or other compensation or benefit to resolve a disputed Charge, Customer agrees that the issue is fully and finally resolved, and T-Mobile will be released from any and all liability regarding said dispute. Unless otherwise provided by law, Customer must pay any undisputed portion of the Charges until the dispute is resolved.

7. International Roaming and Dialing. Availability and features offered for international roaming and dialing vary depending on Master Account Users' Rate Plan and Device. All countries may not be available for roaming, and available countries may change from time to time. Whether roaming internationally or making and sending international calls and messages while in the U.S. or Puerto Rico, Users may be charged international rates (including for voicemails left for such Users and for data usage). Such Charges include per minute rates for calls and per minute rates for calls transferred to Users' voicemail and the relevant data rates for data usage. Users roaming internationally may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for such Users and regardless of whether the Device is on or off. Users may be able to disable these applications and features through a Device's settings. Different rates and rounding increments apply in different countries. See www.t-mobile.com for information on international access, rates, Wireless Services and coverage. While roaming internationally, User data throughput may be reduced, and Wireless Service may be otherwise limited or terminated at any time without notice. Except in the case of fraudulent or suspicious activity, or activity posing imminent risk to T-Mobile or Customer, T-Mobile will make reasonable efforts to notify Customer prior to termination of User Service. Customer is responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with User Devices. Billing of roaming charges, data usage and minutes of use or Wireless Services may be delayed or applied against included data allotments, minutes or Wireless Services in a subsequent billing cycle, which may cause Customer to exceed Customer's allocated data, minutes or Wireless Services in a particular billing cycle. Customer may request that T-Mobile block a Master Account line of Wireless Service from placing international calls ("**International Dialing Block**") by calling Business Customer Care or by email at Businesscare@t-mobilesupport.com. The availability of, and access to, emergency calling services (e.g., 911 in the United States), may vary by country. Customer and its Users must familiarize themselves with how to access these services before using the Devices for international roaming.

8. Lost/Stolen Devices. If Customer's Device is lost or stolen ("**Lost Device**"), Customer must promptly notify T-Mobile and T-Mobile will suspend Wireless Service for the Lost Device. Once Customer notifies T-Mobile that Customer's Device is lost or stolen, T-Mobile will suspend Customer's Wireless Service and Customer will not be responsible for additional usage Charges incurred in excess of Customer's Rate Plan Charges, applicable Taxes and Fees, and Surcharges. If Customer completes the above requirements, Customer will not be liable for additional usage Charges incurred in excess of Customer's Rate Plan Charges, applicable Taxes and Fees, and Surcharges. If Customer purchased a Device through T-Mobile's EIP Program, Customer remains obligated for the total payments due on the Device. If Charges are incurred before Customer notifies T-Mobile, Customer is not liable for unauthorized Charges. Customer may request that T-Mobile investigate Charges Customer believes to be unauthorized. T-Mobile may ask Customer to provide information to support Customer's request. If T-Mobile determines the Charges were unauthorized, T-Mobile will credit Customer's account. If T-Mobile determines the Charges were authorized, T-Mobile will inform Customer within thirty (30) days and Customer will be responsible for all Charges incurred. If Customer requests that the Wireless Service not be suspended on the Lost Device, Customer will remain responsible for all Charges incurred under that specific line of Wireless Service. T-Mobile may prevent a lost or stolen Device from registering on T-Mobile's and other networks.

9. Service Cancellation, Exchange, and Returns. Customer may cancel a new line of Wireless Service within thirty (30) days of activation ("**Cancellation Period**") by contacting T-Mobile and returning any Device(s) Customer purchased with Wireless Service in Like New condition (defined below). Customer may exchange or return a Device within thirty (30) days from the Device or accessory purchase date ("**Return Period**"). Only Like New Devices returned with proof of purchase to Customer's T-Mobile account representative or team, or the location from which the Device was purchased within the Cancellation or Return Period are eligible for a refund of the purchase price. Refunds and exchanges will be less any rebates received and shipping costs. Certain promotional offers may require Customer to return all items received with the Device and could cause Customer to become ineligible for promotional discounts. Certain accessories, such as earpieces, may not be refunded or exchanged in some jurisdictions.

A "**Like New Device**" is a Device purchased from T-Mobile, in its original packaging with all contents, undamaged, and in good working condition with no material alterations to the Device's hardware or software, as determined by T-Mobile in its sole discretion. Customer may be required to pay a restocking fee for failing to return a Device with included packaging, manuals or accessories, or if the Device exchanged and/or returned is in a damaged, altered or destroyed condition. Even if Customer cancels Wireless Service and/or returns any Device as provided herein, Customer must pay all Wireless Service and usage Charges incurred thru the end of Customer's Wireless Service term or return date and any applicable subsequent penalties or assessments. If Customer attempts to cancel Wireless Service, but does not return the applicable Device, or if such Device is returned in a damaged, altered or destroyed condition or is locked with software or otherwise unusable, T-

Mobile may take one or more of the following actions: (a) prevent such Device from working on any network; (b) elect not to process the Wireless Service cancellation; or (c) charge Customer the suggested retail price or the cost to repair the applicable Device, which may be greater than the price paid for such Device plus any shipping and handling charges. Except for the thirty (30) calendar day Return Period, the cancellation and return policies in this Section 9 will not apply to Customers who purchase Device(s) through T-Mobile's EIP or a T-Mobile leasing program, and the terms of that program's agreement will supersede and control the purchase or lease of those Devices.

10. Third-Party Equipment. If Customer uses third-party equipment, handsets or devices that are not provided to Customer directly by T-Mobile ("**Third-Party Equipment**") with the Wireless Service, Customer acknowledges and agrees: (a) T-Mobile will not accept any returns of the Third-Party Equipment; (b) Customer and its Users use the Third-Party Equipment at Customer's own risk and T-Mobile provides no warranty of any kind on the Third-Party Equipment; (c) T-Mobile will not offer or provide Customer Care services for the Third-Party Equipment; (d) the Third-Party Equipment may not function properly with the Wireless Service or applicable network; and (e) Customer will 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 Customer's use of Third-Party Equipment. In the event that T-Mobile certifies or endorses the use of certain Third-Party Equipment with the Wireless Service, the above provisions will still apply. Customer is responsible for any impairment, interference, or harm caused by Third-Party Equipment.

10.1 T-Mobile Equipment. T-Mobile or its suppliers retain title and property rights to T-Mobile-provided equipment (excluding equipment sold to Customer under the Agreement). Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return the T-Mobile-provided equipment (excluding equipment sold to, and completely paid for by, Customer under the Agreement) to T-Mobile.

11. Third-Party Products.

11.1 Purchase of Third-Party Products. Customer may purchase Third-Party Products using its Devices. If Customer purchases Third-Party Products from T-Mobile, T-Mobile will include the associated Charges on Customer's Master Account invoice. Customer may block purchases of Third-Party Products by emailing T-Mobile at businesscare@t-mobilesupport.com, or by contacting Customer Care at (800) 375-1126, or contacting the applicable T-Mobile sales representative. Some Devices or Third-Party Products may contact the Network without Customer's knowledge, which may result in additional Charges, such as while roaming internationally. Upon termination or expiration of the Agreement for any reason, or if the Third-Party Product is no longer available, any applicable license will terminate, and Customer must immediately discontinue using the Third-Party Product. Unless otherwise expressly provided for, Customer must direct any support questions for Third-Party Products to the third-party seller identified at the point of purchase.

11.2 No Liability for Use of Third-Party Products. Customer's download and use of Third-Party Products is at Customer's own risk. T-Mobile expressly disclaims all liability related to, or arising from, Customer's use of any Third-Party Products, including liability related to, or arising from, any updates, modifications, outages, failures, corruption of data, or loss of data, discontinuance of services. T-Mobile does not control, and is not responsible or liable for how, any Third-Party Products transmit, access, store, or use data. Some Third-Party Products may require Customer's agreement to a license or other terms with the third party. To use, download, or install Third-Party Products that Customer purchases from T-Mobile, the Third-Party Products are licensed to Customer by T-Mobile and may be subject to additional license terms between Customer and the creator/owner of the Third-Party Products. T-Mobile may suspend, block, or terminate Customer's use of any Third-Party Product(s) if Customer fails to comply with any applicable licensing requirement. Upon termination or expiration of the Agreement or the applicable Service, any applicable license will terminate, and Customer will immediately discontinue using the applicable Third-Party Product. Whether purchased from T-Mobile or a third-party seller, any Third-Party Products Customer purchases are licensed for personal, lawful, non-commercial use on User's Device only. Customer may not transfer, copy, or reverse engineer any Third-Party Products, or alter, disable or circumvent any digital rights management security features embedded in the Third-Party Products. Customer may refer to T-Mobile's Privacy Policy as well as the Third-Party Products creator or owner's privacy policy for information regarding the collection, use and retention of information collected when a User downloads, installs, or uses any Third-Party Products.

12. 911 Calls. Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("**VoLTE**"). If Users cannot make a voice call to 911, T-Mobile recommends that Users use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("**RTT**") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see www.t-mobile.com/accessibilitypolicy.

13. [Intentionally Omitted]

14. Additional Terms for Plans and Other Features. The following terms apply to Customer's Master Account data plans.

14.1 Permissible and Prohibited Uses. Customer's data plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of the Wireless Services and Devices are permitted and others are not. If Customer buys, leases, or finances a Device manufactured for use on the Network, Customer agrees that it intends it to be activated on T-Mobile's Wireless Service and Customer will not resell or modify the Device, or assist anyone doing so. Examples of permitted uses include, but are not limited to: (a) voice calls; (b) web browsing; (c) messaging; (d) email; (e) streaming music; and (f) tethering a Device to other non-harmful devices pursuant to the terms and conditions and allotments of the associated Rate Plan. Examples of prohibited uses include, but are not limited to: (aa) except for a T-Mobile provided equipment, using a repeater or signal booster; (bb) compromising Network security or capacity, degrading Network performance, use of malicious software or "malware", hindering other customers' access to the Network, or otherwise adversely impacting Network service levels or legitimate data flows; (cc) using applications which automatically consume unreasonable amounts of available Network capacity; (dd) using applications which degrade Network capacity or functionality; (ee) misuse of the Wireless Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications; (ff) monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals; (gg) unauthorized reprogramming or "unlocking" of a Device's software programming lock; (hh) tampering with, reprogramming, altering, or otherwise modifying Customer's Devices to circumvent any T-Mobile policies or violate anyone's intellectual property rights; (ii) causing harm or adversely affects T-Mobile, the Network, T-Mobile customers, employees, business, or any other person; and (jj) causing T-Mobile to violate applicable laws and regulations. T-Mobile reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend Wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed above or if T-Mobile, in its sole discretion, determines action is necessary to protect the Network from harm or degradation.

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

14.3 Service Limitations, Connectivity and International Use. Customer acknowledges and agrees that a User's use of any Wi-Fi network is permissible **and that Customer (and not T-Mobile) is solely responsible for any Wi-Fi and Internet charges associated with a User's use of the Service.** Cell Broadcasts (alerts that go to certain customers) and Wireless Priority Service ("WPS") may not be available with Wi-Fi Calling. Calls from certain designated countries and destinations* are currently \$.20/min (subject to change) for international roaming (no charge for Wi-Fi calls to the United States, Mexico and Canada from these designated countries and destinations*). Calls made from outside of these designated countries and destinations* will be charged standard, prevailing international roaming rates. (*Except as indicated in the Agreement, T-Mobile offers travel without limits with unlimited 2G data and texting in 210+ countries and destinations at no extra charge. The list of 210+ countries and destinations is subject to change at T-Mobile's sole discretion). For more information on international rates, service and coverage, see <https://www.t-mobile.com/business/international-coverage>.

14.4 911 and Emergency Alerts Service and Wi-Fi Calling. Customer agrees and will inform all Master Account Users as follows:

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than Services offered by T-Mobile, or may not work at all. Customer agrees to review all terms and conditions of such Third-Party Products. **T-Mobile is not responsible for failures to connect or complete 911 calls or text to 911 messages if inaccurate location information is provided. 911 service may not be available or reliable**

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and Customer's ability to receive emergency services may be impeded. T-Mobile cannot assure Customer that if Customer places a 911 call or text Customer will be found.

14.5 Emergency Alerts. T-Mobile has chosen to offer wireless emergency alerts within portions of T-Mobile's coverage area on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For details visit: www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts.

T-Mobile may use a variety of information and methods to determine the location of a 911 call, including T-Mobile's GSM wireless Network if available in a User's location, or the location of a User's Primary Address. Even with this information, Customer acknowledges that an emergency operator may not be able to receive or use the address information (or a User's phone number) to locate the User in order to provide emergency services. If a User dials 911 while outside the United States, 911 services may not be available. Customer is required to provide T-Mobile with a valid address for the location at which Customer's Master Account Users primarily use Wi-Fi Calling ("**Primary Address**"). If Customer does not provide T-Mobile with a Primary Address, T-Mobile may block User's usage of certain Wi-Fi networks. If such address changes, either temporarily or permanently, Customer will register the new address with T-Mobile. T-Mobile assumes no responsibility for securing the Primary Address. When Users use Wi-Fi Calling Service away from the Primary Address, T-Mobile may have no, or very limited, information about the User's location, which could result in (i) a 911 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the User's call and the User's location; or (iii) a User's 911 call being routed to an emergency response center, which will ask the User for the User's location and use that information to route the call to a public safety agency.

14.6 Text-to-911. Text to 911 may be available in some locations where T-Mobile Wireless Service is provided and is dependent on the public safety agency's ability to receive text messaging. T-Mobile recommends that Customer uses voice communications as its primary method of contacting 911.

Calls to 911 from a TTY will not work when using Wi-Fi Calling or VoLTE. If Users cannot make a voice call to 911, T-Mobile recommends that Users use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile RTT technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see www.t-mobile.com/accessibilitypolicy.

14.7 911 Access. 911 services are made possible by state and local governments. T-Mobile handsets are capable of making calls to 911 in the United States, and 911 access is available to customers regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Customer's Users must be prepared to provide information about where the User(s) is located. In some cases, 911 communications center operators may not know the User's phone number or have information about that User's location. Other third-party entities are involved in connecting a 911 call and T-Mobile does not determine the public safety agency to which the 911 call is routed. If Customer is porting a phone number to or from T-Mobile, T-Mobile may not be able to provide Customer with some Wireless Services, such as 911 location services, while the port is in process. If any User is outside the United States, such User may have to dial a different number than 911 to call emergency services.

14.8 Wi-Fi Calling. Wi-Fi Calling services use an internet connection to make calls, ("**Wi-Fi Calling**"), including 911 calls, and calls to 911 using Wi-Fi calling operate differently than traditional 911. When enabling Wi-Fi Calling, Customer must provide T-Mobile with the primary street address at which the Wi-Fi Calling service will be used ("**Registered Location**"). If Customer's Users call 911 over Wi-Fi, T-Mobile will provide Customer's Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate a User. Customer will update its Registered Location if Customer's Users use Wi-Fi service at a different location. Customer can update its Registered Location by contacting T-Mobile Customer Care.

14.9 Location Based Services. Some Services or Products, or some Third-Party Products (whether billed through Customer's Master Account or billed separately), may include or utilize location-based services ("**LBS**"). If Customer or its Users download, access, or otherwise use any Services, Products, or Third-Party Products that include or utilize LBS, Customer agrees that: (a) the LBS provider (whether T-Mobile or a third party) may access, use and disclose as necessary the geographic location of Customer's Devices pursuant to the terms of service and privacy and other policies of the LBS provider (collectively, the "**LBS Terms**") that are applicable to the particular Product, Service, or Third-Party Product; and (b) any access, use, or disclosure of location information of Customer or its Users is governed by the LBS Terms applicable to the particular Product, Service, or Third-Party Product provided by the LBS provider.

Prior to any access or use by Customer or its Users of Services, Products, or Third-Party Products that include or utilize LBS, Customer should review the LBS Terms applicable to such Product, Service, or Third-Party Product, to understand how the

provider will provide LBS and what data the provider may access, use, or store. Customer must clearly, conspicuously and regularly, and consistent with applicable laws and regulations, notify all of its Users using Services, Products, or Third-Party Products that include or utilize LBS that end-user location information may be accessed, used or disclosed in connection with the LBS in accordance with the applicable LBS Terms. Customer is solely responsible for determining its obligations under, and ensuring its compliance with, applicable laws and regulations governing the use of LBS, including those requiring notice to or consent from Users. Customer further acknowledges and agrees that: (i) T-Mobile is not responsible for notifying Users that use Products, Services, or Third-Party Products upon which Customer or its Users have enabled LBS, that end-user location information may be accessed, used or disclosed in connection with LBS, (ii) Users should be made aware of the LBS Terms applicable to the particular Product, Service, or Third-Party Product, and (iii) LBS use by Users may require notification by Customer to its Users.

15. **Network Security.** T-Mobile may monitor and inspect its network traffic to protect the Network from communications that pose a security threat.

16. **Disclaimer of Warranties.** T-MOBILE, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "T-MOBILE PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND PRODUCTS, EXCEPT FOR ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED BY THE MANUFACTURER WITH THE PRODUCTS OR IF CUSTOMER RECEIVED A WRITTEN "T-MOBILE LIMITED WARRANTY" WITH A PRODUCT. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF T-MOBILE'S AGENTS (EXCEPT FOR THE "T-MOBILE LIMITED WARRANTY"), ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY T-MOBILE PARTIES. T-MOBILE PARTIES DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON THEIR BEHALF AND CUSTOMER WILL NOT RELY ON ANY SUCH STATEMENT. T-MOBILE PARTIES DO NOT WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND SERVICES AVAILABLE THROUGH THE SERVICE OR PRODUCT WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. T-MOBILE PARTIES DO NOT GUARANTEE THAT CUSTOMER'S COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT CUSTOMER COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING VIRUS AND OTHER INTERNET SECURITY PROTECTIONS WHEN ACCESSING THE INTERNET, SERVICES AND THIRD-PARTY PRODUCTS AND SERVICES. SOME STATES MAY LIMIT THE DISCLAIMER OF CERTAIN REMEDIES AND THE FOREGOING APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

17. **Intellectual Property.** T-Mobile will indemnify and defend Customer, Customer's directors, officers, employees, agents and their successors against Claims enforceable in the United States alleging that Services as provided infringe any third-party United States patent or copyright or contain misappropriated third-party trade secrets. T-Mobile's obligations under this section will not apply to the extent that the infringement or violation is caused by (A) functional or other specifications that were provided or requested by Customer, or (B) Customer's continued use of infringing Services after T-Mobile provides reasonable notice to Customer of the infringement. For any Claim that T-Mobile receives, or to minimize the potential for a Claim, T-Mobile may, at its option, either: (i) procure, at T-Mobile's expense, the right for Customer to continue using the Services; (ii) modify the Services or replace the Services with comparable Services, each at T-Mobile's expense; or (iii) terminate the Services.

18. **Conditions to Indemnification.** If an Indemnified Claim is commenced against Customer, Customer must (a) give prompt written notice of such Indemnified Claim (although a delay in notification will not relieve T-Mobile of its obligations under this section except to the extent that the delay materially impairs its ability to defend the Indemnified Claims); (b) give T-Mobile primary control of the defense of the Indemnified Claim; and (c) provide all reasonably requested assistance in connection with the defense of the Indemnified Claim. Customer may employ separate counsel and participate in the defense of an Indemnified Claim at its own expense.

19. **Disclaimers and Limitation of Liability.**

19.1 **Disclaimers.** T-Mobile Parties are not liable to Customer, Customer's Affiliates, Users, agents or any third parties for any damages, including without limitation damages for loss of privacy, security, personal injury or property damage, interruption or failure of Service, malfunctioning Services or Products, loss of data, cost of replacement products and services, lost profits, or inability to use the Service or Product, arising from or related to (i) Customer's or its User's use of the Service, the Products, the Network in accordance with the terms of this Agreement; (ii) any act or omission of a third party, including an underlying carrier, service provider or a dealer, or provider of Third-Party Products; or (iii) any causes beyond the reasonable control of the T-Mobile Parties, including network failures or outages, failures to make or receive 911 calls or receive 911 location services, lack of coverage, acts of God, natural disasters and government actions, even if T-Mobile Parties have been advised of the

possibility of damages. T-Mobile Parties are not responsible for any download, installation, use, transmission failure, interruption, or delay related to any Third-Party Products, content, advertisements, or websites Customer or its Users may be able to access by using the Services or Products, even if Charges for the Third-Party Products appear on the T-Mobile invoice. In connection with the Apple Program: (a) T-Mobile Parties are not responsible for Apple's use, storage, transmission, processing, disclosure, or disposal of any Device Information in connection with the Apple Program; (b) Customer uses the Apple Program at Customer's own risk; and (c) Customer's use of the Apple Program will be governed solely by terms and conditions between Customer and Apple.

19.2 Limitation of Liability.

19.2.1 IN NO EVENT WILL EITHER PARTY, OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, SALES, INVESTMENT OR OTHER EXPENDITURES, INVESTMENTS, OR COMMITMENTS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER PARTY OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.2.2 Liability Caps. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE LIABILITY OF T-MOBILE PARTIES TO CUSTOMER AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE EXCLUSIVE REMEDY AVAILABLE, FOR ANY AND ALL CLAIMS, SUITS, DAMAGES, INJURY, AND LOSSES INDIVIDUALLY AND IN THE AGGREGATE ARISING FROM OR RELATED TO THIS AGREEMENT INCLUDING THE SERVICE, PRODUCTS AND THE NETWORK ("CLAIM") IS LIMITED TO AN AMOUNT NO GREATER THAN THE MONTHLY RECURRING CHARGES ACTUALLY PAID BY CUSTOMER IN THE THREE-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE FOR THE APPLICABLE SERVICE. THE EXISTENCE OF MULTIPLE CLAIMS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. THE PARTIES AGREE THAT INCLUSION OF THIS SECTION WAS A MATERIAL CONSIDERATION TO ENTER THIS AGREEMENT. THIS LIMITATION WILL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY OR ALL PARTS OF THE LIMITATION ON DAMAGES.

20. Privacy. T-Mobile receives limited personal information necessary to allow T-Mobile to manage the relationship with Customer under Customer's Master Account, such as the business contact information of the employee Customer designates to manage the Master Account. T-Mobile also generates personal information through operation of the services provided, for example details of calling history and call locations, which are considered Customer Proprietary Network Information ("CPNI") under FCC rules, and other important information related to use of data services, which is not CPNI. T-Mobile will collect, use, disclose, or otherwise process such information, and will protect the security, integrity, and confidentiality of such information, in accordance with its privacy policy at www.t-mobile.com/privacy.

21. Technology Evolution.

21.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 19.2 below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any Service, Product, network standard, or technology without either Party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

21.2 If T-Mobile takes any action set forth in subsection (1) above, T-Mobile will provide advance notice reasonably designed to inform Customer (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any email or physical address listed in Section 13 (Notices) of the Agreement. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

22. Taxes, Fees and Surcharges.

22.1 Taxes and Fees; Surcharges. T-Mobile rates and charges for Products and Services do not include applicable Taxes, Fees, or Surcharges. T-Mobile may invoice Customer, and Customer will be responsible for paying, all Taxes and Fees, and all Surcharges. Taxes and Fees are calculated and invoiced to Customer's Master Account based on existing laws, regulations and guidance, and may change without notice. In certain cases, depending on the nature of Customer's business, Customer may be able to claim an exemption from some Taxes and Fees. If Customer is claiming a tax exemption, Customer must

promptly provide T-Mobile with valid documentation evidencing its exemption, which will be applied prospectively after T-Mobile has reasonably confirmed its applicability. T-Mobile will be responsible for taxes imposed on its net income, capital stock, employment and property. Surcharges are calculated by T-Mobile and may change from time to time without notice regardless of any pricing commitments elsewhere in this Agreement.

22.2 Tax Situs. Customer will provide T-Mobile with accurate address information, not including a P.O. Box, for each user. This street address is where Service will be provided to each of Customer's users (also known as a place of primary use, or "PPU"), and the address(es) is used to determine the Taxes, Fees and Surcharges applied to the line(s) of Service in Customer's Master Account. Customer will notify T-Mobile of any changes in any users' PPU. If Customer does not provide T-Mobile with accurate address information, T-Mobile will use the best information available to determine a PPU, which might be a default location and that may result in Customer paying a higher or lower amount in Taxes and Fees, and Surcharges, than if T-Mobile had received accurate information.

22.3 Withholding. Where Customer concludes that there is a requirement for Customer to withhold any tax or fee from any payments due under this Agreement, Customer will promptly notify T-Mobile of its conclusion and why withholding applies, such as by providing a copy of a notice from the IRS or a state directing Customer to withhold such tax or fee from any payments due T-Mobile, and Customer will allow T-Mobile to remediate or resolve the withholding obligation. To the extent that T-Mobile cannot resolve the withholding obligation by the applicable due date, T-Mobile agrees that Customer may withhold the required taxes and fees, provided that Customer promptly provides T-Mobile evidence of the withheld taxes and fees paid to the government. If Customer neglects to promptly tell T-Mobile of Customer's obligation to withhold any taxes and fees from any payments due T-Mobile, Customer agrees that it will pay T-Mobile the gross amount due as if no such withholding applied.

22.4 Cooperation. The Parties will reasonably cooperate to fully comply with all applicable tax laws, rules, regulations and guidelines affecting this Agreement.

23. Employee Benefits Program.

23.1 The terms in this Section 16.1 (Employee Benefits Program) pertain to IL accounts ("**Employee Accounts**"). Employees may activate a line of Wireless Service under the T-Mobile Benefits Program in retail stores operated by T-Mobile or a T-Mobile authorized dealer, by calling T-Mobile's toll-free number at 1-855-570-9947, or as otherwise offered by T-Mobile. T-Mobile periodically reviews Employee Accounts to confirm continued proof of employment and employee eligibility or other methods of verification. Upon T-Mobile's request, Employees will provide proof that they are currently employed by Customer. After employment with Customer ends, Employees will be eligible to receive Wireless Service under T-Mobile's standard consumer rate plans, subject to the applicable terms and conditions under such rate plans. Customer will not be liable for payment on any Employee Account established under the Employee Benefits Program. In its sole discretion, T-Mobile may change or discontinue any or all of the benefits, offers, including eligibility, or features of its Employee Benefits Program.

23.2 Marketing Commitments. The Parties may reasonably cooperate in marketing the Employee Benefits Program to Customer's employees. Such activities may include, upon mutual agreement by the Parties:

- Allowing T-Mobile to participate in any applicable on-site vendor attended benefits events for Customer's employees;
- Allowing T-Mobile to advertise in Customer publications sent to employees (such as newsletters, journals, magazines, periodicals or new employee packets);
- Including information regarding the Employee Benefits Program in periodic email announcements regarding employee benefit opportunities;
- Posting Employee Benefits Program offers on the Customer's intranet;
- Allowing T-Mobile to utilize Customer's name in marketing initiatives to Customer's employees; and
- Cooperating with any other efforts agreed upon by Customer and T-Mobile aimed at marketing the Employee Benefits Program to Customer's employees.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that T-MOBILE USA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 21, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 332379

Certificate Number: 0006208056



IN TESTIMONY WHEREOF, .

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY)

4/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Continental Casualty Company	NAIC # 20443
	INSURER B : The Continental Insurance Company	35289
	INSURER C : Transportation Insurance Company	20494
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED 1362700 T-Mobile US, Inc. Its Subsidiaries and Affiliates 12920 SE 38th Street Bellevue WA 98006 CLM#846353

COVERAGES TMOBI CERTIFICATE NUMBER: 16911687 REVISION NUMBER: XXXXXXXX
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	7012343900	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7012343878	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	CUE 7014886953 SIR applies per policy terms & conditions	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	N	7012343895 (AOS) 7012343881 (CA) 7012447142 (AZ,MA,OR,WI)	5/1/2023 5/1/2023 5/1/2023	5/1/2024 5/1/2024 5/1/2024	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CLM#846353 State of New Hampshire P-37 Agreement

CERTIFICATE HOLDER CANCELLATION See Attachment

16911687 The State of New Hampshire Attn: Dept. of Administrative Services 25 Capitol Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES**

**REQUEST FOR PROPOSAL FOR WIRELESS CELLULAR AND DATA SERVICES
2640-23**

DUE DATE: December 15, 2022, at 10:00 AM (EST)

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1.1.1 STATE OF NEW HAMPSHIRE REQUEST FOR PROPOSAL TRANSMITTAL LETTER

Date: 12/30/2022

Company Name: T-Mobile USA, Inc.

Address: 12920 SE 38th Street Bellevue WA 98006

To: Point of Contact: Andrea Olsson
Telephone: 603-271-7272
Email: Andrea.Olsson@das.nh.gov
RE: Proposal Invitation Name: WIRELESS CELLULAR AND DATA SERVICES
RFP Number: 2640-23
RFP Posted Date (on or by): November 22, 2022
RFP Closing Date and Time: December 15, 2022 @ 10:00 AM (EST)

[Insert name of signor] David Bezzant, on behalf of T-Mobile USA, Inc. [insert name of entity submitting RFP (collectively referred to as "Bidder") hereby submits an offer as contained in the written RFP submitted herewith ("RFP") to the State of New Hampshire in response to RFP # 2640-23 for Wireless Cellular and Data Services at the price(s) quoted herein in complete accordance with the RFP.

Bidder attests to the fact that:

- 1. The Bidder has reviewed and agreed to be bound by the RFP.
2. The Bidder has not altered any of the language or other provisions contained in the RFP document.
3. The RFP is effective for a period of 180 days from the RFP Closing date as indicated above.
4. The prices Bidder has quoted in the RFP were established without collusion with other Bidders.
5. The Bidder has read and fully understands this RFP.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Bidder certifies that neither the Bidder nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
c. Has previously provided false, deceptive, or fraudulent information on a Bidder code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
d. Is currently debarred from performing work on any project of the federal government or the government of any state;
e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

DocuSigned by: Dave Bezzant
Authorized Signor's Signature Dave Bezzant Authorized Signor's Title VP, Government Sales

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: King STATE: WA ZIP: 98006

On the 30th day of December, 2022, personally appeared before me, the above named David Bezzant in his/her capacity as authorized representative of T-Mobile USA, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In Witness Whereof, I hereunto set my hand and official seal.

Paul Buelow
Notary Public/Justice of the Peace

My commission expires (Date): 6/3/2024

Contractor Initials DB
Date 12/30/2022

**WIRELESS CELLULAR AND DATA SERVICES FOR
THE STATE OF NEW HAMPSHIRE**

PART I OVERVIEW AND SCHEDULE

A. Purpose

The purpose of this RFP invitation is to establish a contract(s) for Wireless Cellular and Data Services for the State of New Hampshire for services indicated in the SCOPE OF SERVICES and OFFER SECTIONS, and in accordance with requirements of this RFP invitation.

B. Timeline

The timeline below is provided as a general guideline and is subject to change. The State reserves the right to amend this schedule at its sole discretion and at any time through a published Addendum.

11/22/2022	RFP solicitation distributed on or by
12/05/2022	Last day for questions, clarifications, and/or requested changes to RFP
12/12/2022	State response to submitted questions, clarifications, and/or requested changes to RFP
12/15/2022	10:00 AM (EST) RFP closing
04/01/2023	Anticipated Implementation of contract

C. Instructions to Bidders

Read the entire proposal invitation prior to filling it out. In the preparation of your proposal response, you shall:

- Complete the pricing information in the "Offer" section
- Submit all requested information within your response
- Complete the "Vendor(s) Contact Information" section
- Complete the company information on the front page and sign the proposal in the space provided on that page. The signature page must be notarized to be an official submission.

PART II PROPOSED SCOPE OF WORK

Vendor(s) shall provide a scope of services as described herein.

The State will not consider any proposals that are part of a cooperative agreement or establishment.

A. Background

The State of New Hampshire currently has three (3) contracts in place with various vendors to provide wireless cellular and data services for State agency use. Services include, but are not limited to, traditional cellular telephones, smartphones, Internet Service Provider (ISP) data access, and Mobile and Stationary Data (MSD) access. There are currently an estimated total of 4,472 devices in use; Aircards (wireless adapter that connects mobile devices to the internet for sending and receiving data in a cellular network (1,101), smartphones (2,322), Traditional Cellular Phones (531), Direct Connect/Push to Talk Phones (295), and Tablets (223). The State shall not provide breakdowns of device models and current plan usage.

B. Technical Requirements

The vendor(s) shall consider the State as one large account and propose services accordingly. It is not the intent of the State to receive variable services per State agency under multiple vendor programs, unless such services are provided under State accepted balance of product line which results in reduced costs of services.

Contractor Initials OS
DB
 Date 12/30/2022

Awarded vendor(s) shall complete equipment distribution and turn-up (porting of numbers and devices ready for use) requiring that all services be fully operable, no later than start of business on April 1, 2023. The State shall not be invoiced prior to the effective date of the contract for the phones unless used by the State during turn-up.

Vendor(s) may propose only service and equipment for which they are certified representatives and distributors. The vendor(s) shall maintain a staff of fully certified and experienced technicians for provisioning and maintenance of service. This Proposal is restricted to qualified Vendors who can provide service, equipment and coverage to the State as specified in this RFP.

NETWORK:

Vendor shall provide services including, but not limited to, network technology, (i.e., CDMA, GSM, LTE etc.).

COVERAGE MAPS:

The vendor(s) shall provide with their proposal coverage maps for each Telephone and Data service provided (one each per coverage area) verifying service coverage as described below. Maps may be non-confidential marketing literature, yet detailed enough to clearly determine if a regional area may be serviced by the vendor:

- Traditional Cellular Telephone Service for voice operational coverage shall be 85% of all geographic areas of New Hampshire.
- ISP Access Data Service for smartphones and wireless "Air Card" coverage for 80% of all geographic areas of New Hampshire; Maps shall be detailed enough to clearly determine if a city, town or community may be serviced by the bidder. Maps shall be provided for each technology provided (i.e., 4G LTE, 5G etc.) defining penetration.
- Nationwide coverage map for all services offered.

PORTING OF EXISTING TELEPHONE NUMBERS:

Vendor(s) shall port all lines by start of business (7:00am) on April 1, 2023.

TYPE OF SERVICE:

TRADITIONAL CELLULAR TELEPHONE SERVICE, DOMESTIC USE:

Traditional cellular telephone services shall allow users to directly dial any telephone number which is available through the Public Branch Exchanges as available from Local Exchange Carriers, Competitive Local Exchange Carriers, Long Distance Carriers and competitive Cellular Telephone Service providers. Access to any telephone subscriber number shall not be restricted. Services shall include typical "off the shelf" features and telephone operation. Equipment provided for use with this service shall be referred to as Traditional Cellular Telephone (TCT) equipment. One (1) free voice device shall be offered for each user one (1) time per line, for existing or new service. The vendor(s) shall permit the upgrade of devices once every twenty-four (24) months at no cost. Otherwise, devices shall be eligible for upgrade at prices included in any awarded contract.

ISP ACCESS DATA SERVICES:

Vendor(s) shall provide data transport at multiple speeds, limited by the use of vendor technology. Common terminology is fourth generation (4G LTE) service and fifth generation (5G).

SMARTPHONE SERVICES:

A smartphone is defined as a mobile phone with advanced capabilities including PC-like functionality with access to text messaging, e-mail, web browsing, take and display photos and videos, and data storage. Phones must be capable of accessing Microsoft Exchange Server and include Personal Digital Assistant (PDA) capabilities including calendaring. Access shall be provided throughout the vendor footprint of the continental United States. Equipment functionality must include the ability to open MS Excel, MS Word and Adobe Acrobat files. Currently systems running iOS are the only accepted operating systems, though this may change, and the vendor needs to be flexible with this evolving technology. Equipment provided for use with this service shall be referred to as smartphone (SM) equipment. One (1) free smartphone device for each accepted operating system specified shall be offered for each user per line. The free device shall sustain the End of Life support of the smartphone's manufacturer as it relates to update support. For example, if a device is not able to update to the latest operating system (OS) then a new free device shall be provided. The

Vendor(s) shall permit the upgrade of devices once every twenty-four (24) months at no cost. Otherwise, devices shall be eligible for upgrade at prices included in the Offer Section.

One (1) free smartphone sample device shall be provided to the Department of Information Technology (DoIT), Director of Technical Support, for a ninety (90) day evaluation and use approval prior to distribution to users. Devices shall be returned to the vendor(s) after evaluation. Rejected devices shall be replaced with DoIT approved devices.

Smartphone devices proposed must be compatible with and capable of operating the State of NH MDM Solution(s), which is managed by the State of NH.

System provided to the State of NH must have current iOS loaded and models should have no less than twenty-four (24) months before EOL support.

Vendor(s) are required to enroll purchased smartphones in Apple Business Manager (ABM), or equivalent service that allows supervised management of the Smartphone with the State Mobile Device Management (MDM) system.

COVERAGE:

The vendor(s) services shall cover a minimum of the following geographic areas for each proposed service. The vendor(s) shall also ensure same coverage is available 99% of the time for the respective geographic area. Vendor(s) must clearly identify their licensed coverage area, not off network. Vendor(s) shall provide roaming area coverage. Loss of service shall not occur when transferring between cell towers:

- Traditional Cellular Telephone Service:
Minimum 85% coverage of the geographic area of New Hampshire:
Nationwide coverage (Vendor shall specify percent penetration) 84% %
- ISP Access Data Services:
Minimum 80% coverage of geographic area of New Hampshire at 4G LTE and 5G data rates:
Nationwide coverage (Vendor shall specify percent penetration) 84% %

LICENSES:

The vendor(s) shall currently hold and retain throughout the duration of the contract all licenses or certificates required by the State and Federal authorities inclusive of the Federal Communications Commission and State of New Hampshire Public Utilities Commission. The vendor(s) shall file with the appropriate regulatory body, any tariff, amendments, or special contract offerings to ensure that the required terms and conditions of this Proposal are met. The vendor(s) shall cooperate fully with the PUC to ensure that all time schedules noted within are met.

In the event of loss of license or permit to provide services as defined, the contract shall be nullified; with the State free to engage in an agreement with any vendor as becomes necessary to continue services without retribution to the original vendor(s).

INTRODUCTION OF SERVICES:

The vendor(s) shall insure that services do not operate in conflict with alternate service providers. Vendor(s) shall provide all user cellular equipment inclusive of telephones, data modems and associated devices, and deploy prior to March 31, 2023 in order to insure that the State is not without service for any period of time during transfer of service from an incumbent contractor. Additional equipment shall be provided when requested to support new subscribers after start of a contract. Only services requested and authorized by the State shall be replaced. The vendor(s) shall communicate with Agency contacts and State users for coordination with the distribution of equipment.

RETENTION OF EXISTING TELEPHONE NUMBERS:

The State shall retain any existing cellular telephone number currently assigned to a State subscriber. Vendor(s) shall be responsible to port over numbers to the proposed service as requested by the user. The porting of numbers shall not delay service installation nor result in a user being without service. The State will work with

Contractor Initials DB
Date 12/30/2022

existing vendor(s) and the incumbent vendor(s) to facilitate information required for porting of existing numbers from one vendor to another.

ORDERING PROCEDURE:

Telephoned Requests

State agencies may call the vendor(s) at any time between 8:00 A.M. and 4:30 P.M. to request services, Monday through Friday. The vendor(s) shall respond and provide appropriate service as requested, and allowed under the contract, with the exception of smartphones. Only smartphones previously approved by the State Department of Information Technology shall be provided. No tablets may be purchased through any contract(s) awarded through this RFP. The State may request ISP access Data Services for State-Supplied devices.

- The vendor(s) shall be responsible to provide to DoIT-Statewide Telecommunications, a monthly report in Microsoft Excel to track each smartphone issued and/or in-use under this contract identifying (at a minimum) the device model, serial number, agency/user assigned the device, date of issuance, date of termination, and date equipment returned to vendor(s).

VENDOR SIGNATURE DOCUMENTS:

Any signature forms used by the vendor(s) to reflect service requests or delivery of service by the vendor(s) to the State shall refer to the contract number resulting from this RFP. All other terms and conditions shall be null and void.

INITIAL SERVICE REQUESTS:

The vendor(s) shall contact designated State agencies to perform a service needs analysis as directed by the State at the initiation of any resulting contract. The vendor(s) shall meet with each designated agency to determine the count and type of telephones, service program and delivery of replacement services. The needs analysis shall be completed prior to deployment. A complete deployment plan including agency, end user, telephone number, equipment supplied, cost and cost plan shall be provided to the Department of Information Technology (DoIT) Telecommunications Section prior to deployment.

Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

ADDITION AND REMOVAL OF USERS:

Telephone subscriptions may be added or removed from service at any time during the contract term, with a maximum requirement of a 30-day or one (1) calendar month activation period with no termination liability. The State may add or change user(s) at any time during the contract term without incurring any installation/activation costs during the contract term. The State may remove a user or disconnect a line or service at any time during the term of the contract after 30 days of activation without incurring disconnect/termination charges. All service agreements shall be coterminous with the termination date of any awarded contract. All provided cellular telephone and smartphone devices shall be returned to the vendor(s) within 30 days following requested termination. Any accessories provided shall be retained as property of the State.

RETURNS:

Return Authorization credits shall be provided without penalty for faulty equipment.

- Vendor(s) shall provide the State with a single point of contact and address for the return of equipment.
- Vendor(s) shall be responsible for all shipping charges for faulty equipment returned.
- Defective telephones, accessories and associated equipment shall be replaced within three (3) State business days from notification of failure. Such service shall be available to State users by placing a single telephone call to the vendor(s).
- The vendor(s) shall be responsible to accept all equipment returned following the termination of a line or the upgrade of a device.

USER TRAINING:

When requested, the successful vendor(s) shall coordinate and make available training of users on the operation of the individual telephone, service access and features upon delivery of equipment. Requested training shall be made available at each individual State office. Continued support shall be provided to train new users and provide refresher training for others when requested by the State. When requested, training shall be provided, at no cost to the State; in addition, the vendor(s) may also provide user training materials on-line at no cost to the State.

USER DOCUMENTATION:

The successful vendor(s) shall provide user instruction manuals and associated documentation with each system provided. Manuals shall include detailed operation of all devices, accessories and system operations including use of Anti-Virus/Anti-Malware application.

Manuals that include detailed information of the operation of telephones, accessories, software services and system operations can also be made available through the successful vendor(s)' website.

CUSTOMER SUPPORT SERVICES:

The successful vendor(s) shall provide complete customer support inclusive of the following:

- Account Management

The Successful vendor(s) shall provide a single point of contact for the State or its representative(s). Vendor(s) shall work in conjunction with any State vendor regarding the interface of any and all vendor(s) or State provided and supported communications equipment.

- Account Team Access

Successful vendor(s) shall provide telephone, facsimile, and Internet e-mail access to each individual on the successful vendor(s)' account team. General toll-free numbers shall be provided for telephone and facsimile services on a statewide basis.

- Billing Support

The successful vendor(s) shall assign a dedicated financial representative to the State account that will cooperate with the State to resolve billing, call detail, equipment programming, data discrepancies and all other aspects of the contract. The successful vendor(s) shall be capable of receiving ACH or credit card (P-Card) payments from the State.

- Problem Resolution

The successful vendor(s) shall have a single contact person, available from 8:00 A.M. to 4:30 P.M. during State workdays for the resolution of problems. The contact person must be authorized to provide invoice corrections, initiate repair and equipment replacement processes and expedite services.

The State shall designate a Contract Administrator who will work with the successful vendor(s) to resolve problems that cannot be resolved by the agency end-users.

The Contract Administrator may impose a moratorium on a contract pending resolution of any controversy that arises regarding services to be provided pursuant to this contract or take other action deemed necessary.

TECHNOLOGY UPDATES:

The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The successful vendor(s) shall not impose any charges or fees for termination of a given service by the State or when the State elects to discontinue a service and/or requests replacement or upgrade of service with another offering while remaining a customer of that same vendor. Vendor(s) shall replace any interface equipment which becomes obsolete due to vendor(s) service updates.

All users shall be notified sixty (60) business days prior to system operation changes, inclusive of equipment updates and software/firmware updates.

INTRODUCTION OF NEW TECHNOLOGY:

Successful vendor(s) shall provide notification to the State prior to technology updates requiring end user equipment replacement or modifications in methods of calling. Whenever such changes are made, the State may request sample equipment to verify that services operate within the parameters of the contract, any such change shall be communicated to the end users a minimum of sixty (60) days in advance.

The presentation of any new service not current in any resulting contract shall require the issuance of a contract amendment after the service is accepted by the State.

CONFIDENTIAL INFORMATION:

The successful vendor(s) agrees that all discussions or information gained during any engagement shall be considered confidential and that no information gathered by the successful vendor(s) shall be released without prior written consent of the State.

INVOICING AND REPORTING REQUIREMENTS:

Invoices and reports are required throughout the duration of any resulting contract as denoted below.

- Monthly Reports

The vendor(s) shall provide a Monthly Summary Report detailing services provided under this contract to both the Department of Administrative Services, Procurement & Support Services and the Department of Information Technology - Statewide Telecommunications. Included in the Monthly Summary Report shall be all cellular telephone numbers subscribed to the State, billing program used, monthly cost, usage cost, data usage, telephone minute usage, date of the last usage, device & or equipment provided (including make/model/serial number/telephone number), telephone "owner", State agency responsible for billing and contact person. **The State shall not be required to use any Vendor associated website as the main source to gather this information. The vendor may provide website access as an additional tool to the State of New Hampshire but is not to be used in lieu of any reporting requirements.**

The report shall also highlight any device that has been inactive for sixty (60) days or more. That State shall work with the agency and vendor(s) to determine if these devices shall be removed from service.

- Invoicing Services

Invoicing Services shall consist of the costing of all vendor(s) provided services. Vendor(s) shall detail all charges and provide extended definitions of itemized charges. Bulked charges shall be rejected by the State. A separate invoice shall be available for each telephone subscribed to each State office. The State may require that multiple telephones be billed on a single account. In such cases, the vendor(s) shall place charges on a single master bill.

Invoices shall be submitted on a monthly basis, inclusive of the first bill cycle day of the month to the last bill cycle day of the month in which the services have been performed. Charges will be pro-rated by the numbers of days in service when partial month services occur.

- Invoice Details

All monthly reports and invoices shall be itemized including details for every vendor(s) billable item, inclusive of basic monthly charges, minutes of use, excess minutes of use, call detail inclusive of city/town location and telephone number called. All call records must be listed in sequential order by date of call.

- Invoice Corrections

The vendor(s) shall provide within ten (10) working days after notification, any corrective data requested by the State. This shall include replacement reports, corrective information on balances and credits and any other change of service information required for bill back to agencies by the State.

- Invoice and Report Delivery Timeframe

Invoices and Reports shall be delivered on or prior to 25 days subsequent to the monthly bill cycle. The State shall not be held liable for service performed without the receipt of properly filed invoices, reports and supporting information. Invoices shall be forwarded directly to State users and may be forwarded as a group to same addresses when directed by the State.

- Account Balances

The vendor(s) shall maintain all records of payments, credits and balances.

- Accuracy of Invoices

Vendor(s) shall be responsible to justify all charges to the State. Invoices must be reviewed for accuracy prior to delivery to the State. All billing information provided to the State must reflect same information. Paper invoices and electronic reports shall reflect same call detail, record count, call and service cost. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the vendor(s).

- Paper

Invoices shall be provided on paper. It is preferable that invoices also be available electronically, delivered by e-mail, or downloadable from an Internet web site.

- Electronic Media

Monthly reports shall be provided in electronic PC format with all files provided as Open Data Base Compliant (ODBC) ASCII flat files. All such reports shall be e-mailed to designated Contract Administrator, or alternate addresses when provided by the State.

REPAIR, MAINTENANCE AND INSTALLATION SERVICES:

The vendor(s) shall make services available 24 hours per day, seven (7) days per week. The vendor(s) shall be responsible to implement appropriate repair, maintenance and installations required to ensure continued operation of all services throughout the duration of the contract. The vendor(s) shall provide a dedicated representative to the State account, and a 24/7 trouble reporting telephone number managed by the dedicated Representative. The Representative shall be available to receive service trouble calls, service outage reports, etc. and provide the State DoIT-Statewide Telecommunications with regular service resolution/restoration reports and timelines.

TOLL FREE TELEPHONE NUMBER:

A toll free telephone number shall be provided for trouble reporting and immediate service assistance. Personnel shall be knowledgeable of the services and devices as configured for the State.

Phone number: 18003751126

Escalation to Second Level Support

Escalation to second level support shall be provided for trouble reports not addressed and corrected within a 24 hour time period.

Contact: Sang Pham

Phone: (508) 440-7667

TELEPHONES AND EQUIPMENT:

Vendor(s) shall provide a single end user device for each service end user, inclusive of Traditional Cellular Telephones, smartphones, and Data services. The vendor(s) shall also offer equipment for purchase at the discretion of the State. The vendor(s) shall provide cellular service for compatible equipment that is currently owned by the State. Services for all equipment shall include equipment programming, repair, installation and instructional assistance. All user equipment purchased by the State shall be retained as property of the State once delivered to end-users. Equipment may be substituted at any time after equipment review and acceptance by the State.

ACCESSORIES:

All telephones provided by the vendor(s) shall be complete and ready to use with the following attachments:

- Standard Wall Charger with wall plug
- 12-volt Car Charger

- Choice of cell phone case (including belt clip holster or belt clip carrying case). Vendor(s) shall be responsible to provide the State with a choice of cell phone cases. User will determine case type at time of order.
- Bluetooth earpiece/headset
- Screen protectors for smartphones

- Handheld Portable Telephones

Traditional Cellular Telephones shall allow use of each service feature proposed by the vendor(s) and incorporate hands-free talk-back, corded earpiece, graphic display, internal call directory and other common phone features. A base phone (mobile telephone device capable of Traditional Cellular Telephone Service) shall be provided at no charge, with optional feature phones proposed for purchase.

Vendor(s) shall provide a full range of smartphones offering iOS, Android and Microsoft operating systems (though at this time the ONLY approved device is the iOS).

- ISP Access Data Equipment

Vendor(s) shall provide Internet access equipment inclusive of Sierra Wireless Aircards, Novatel Wireless Ovation or equipment with same performance and similar features, designed for use with laptop, mobile or stationary data equipment. Vendor(s) shall provide a full physical, operating and technical description of each device offered.

- Machine-to-Machine

Vendor(s) shall provide services allowing wireless and wired systems, such as vehicle tracking, game cameras, etc. Any lines utilized under this plan shall be a separate account from any other voice or data plan.

- Bluetooth Equipment

Vendor(s) shall provide devices and accessories compatible with Bluetooth, hands-free, equipment. Hands-free equipment shall also be offered at a minimum discount for the entire term of any awarded contract.

- Existing Equipment

Equipment currently owned by the State, when compatible, shall be serviced by the vendor(s). Services shall include equipment programming; repair as available from the vendor(s), removal and installation of equipment in State vehicles, and operational instructional assistance.

- Equipment Maintenance and Warranty

The vendor(s) shall have at their disposal installation and support technicians to provide support services for all equipment supplied by the Vendor(s). All equipment shall remain fully functional throughout the duration of the contract. Any equipment purchased by the State shall be provided with a three (3) year warranty, resulting in free of charge repair or replacement of any device that becomes faulty. Replacement of such devices may be with a certified like new device. Replacement shall be provided within three (3) State business days of notification. It will be acceptable through the course of the term of service to substitute alternate equipment as manufacturers discontinue products and introduce new equipment. Acceptance of such equipment shall be at the discretion of the State.

As an alternative, the vendor(s) may propose one year equipment warranty with equipment replacement available for each year of the contract, resulting in complete equipment coverage for the entire duration of the contract.

- Quality of Equipment

All equipment provided shall be new or of factory refurbished like new quality. The State retains the right to reject any equipment which does not provide a showroom appearance and equivalent operation.

- Insurance

The vendor(s) may propose equipment insurance providing replacement of lost, stolen or damaged telephones. Insurance shall be at the option of the State and not a requirement of the vendor(s).

• Security

The vendor(s) shall maintain network security at all times, disallowing network facility access by unauthorized users. When fraudulent use is detected, the vendor(s) shall contact the State and discontinue service for a designated telephone number if directed by the State.

Technical Architecture

The successful vendor(s) shall utilize a modern technology/software solution(s) for end-to-end management of wireless cellular and data infrastructure. It shall enable the successful vendor(s)' staff to log, process, and provide customer support. It shall be rules based to accurately support Plan eligibility and claim determinations. It shall allow for data and information report production and be reinforced by backup/data recovery features and arrangements to transfer files, services and data processing as appropriate.

Data Protection

Protection of personal privacy and data shall be an integral part of the business activities of the successful vendor(s) to ensure there is no inappropriate or unauthorized use of information provided as part of the contract. To this end, the vendor(s) shall safeguard the confidentiality, integrity and availability of such information and comply with the following conditions:

The successful vendor(s) shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the vendor(s) apply to their own Personal Data and non-public data of similar kind.

All data obtained by the vendor(s) in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Vendor(s) is responsible for encryption of the Personal Data.

Unless otherwise stipulated, the vendor(s) shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the vendor(s). The level of protection and encryption for all non-public data shall be identified and made a part of any resultant contract.

At no time shall any data that is part of the contract be copied, disclosed or retained by the vendor(s) or any party related to the vendor(s) for subsequent use in any transaction that does not include the State.

The vendor(s) shall not use any information collected in connection with the service issued from this contract for any purpose other than fulfilling the service. Notwithstanding the foregoing, the vendor(s) may use non-individually identifiable information collected in connection with the service issued from this contract for the purpose of data compilation, statistical analyses and other studies.

Data Location

The vendor(s) shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage of contract data shall be restricted to information technology systems within the Continental United States. The vendor(s) shall not allow its personnel or sub-contractors to store contract data on personal portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The vendor(s) shall permit its personnel and Vendor(s) to access contract data remotely only to provide technical support and as specified or required by the contract. The State acknowledges that the vendor(s) will from time to time provide confidential translation services from outside of the Continental United States. Under no circumstances shall the provision of such translation services include access to systems containing contract data that is required to be housed and remain within the Continental United States.

In performing its obligations under this Agreement, vendor(s) may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of New Hampshire - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services including any information provided by the State, of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The vendor(s) shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the

Agreement. Vendor(s) shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

In the event of the unauthorized release of Confidential Information, vendor(s) shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

Shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof:

Was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

Is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or is disclosed with the written consent of the disclosing Party.

A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Vendor(s) shall immediately notify the State if any request, subpoena or other legal process is served upon vendor(s) regarding the Confidential Information, and Vendor(s) shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

Vendor Confidential Information

Vendor(s) shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by vendor(s) as confidential, the State shall notify vendor(s) and specify the date the State will be releasing the requested information. At the request of the State, vendor(s) shall cooperate and assist the State with the collection and review of vendor(s)' information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be vendor(s)' sole responsibility and at vendor(s)' sole expense. If vendor(s) fail to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to vendor (s), without any liability to the State.

This covenant shall survive the termination of any subsequent contract.

Security Incident or Data Breach

The successful vendor(s) shall inform the State of any security incident or Data Breach in accordance with State and Federal law.

Incident Response:

The successful vendor(s) may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State shall be handled on an urgent as-needed basis, as part of the contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

Security Incident Reporting Requirements:

The vendor(s) shall report a security incident to the State identified contact immediately if there has been a security incident that affects the security of any resultant State owned and/or User Personal Data.

Breach Reporting Requirements:

If the vendor(s) has actual knowledge of a confirmed data breach that affects the security of any resultant State Owned and/or User Personal Data that is subject to applicable data breach notification law, the vendor(s) shall (1) immediately notify the appropriate State identified contact(s), and (2) take commercially reasonable measures to promptly address the data breach.

The successful vendor(s) shall promptly notify the appropriate State identified contact by telephone and email in accordance with the agreed upon security plan or security procedures if there has been a security incident that affects the security of the Plan's data.

The successful vendor(s) shall at a minimum:

Cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach:

Promptly implement necessary remedial measures, if necessary; and

Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

In the event of a Data Breach, the successful vendor(s) shall bear the costs associated with:

The investigation and resolution of the Data Breach;

Notifications to participating employers, individuals, regulators, or others required by State or federal law;

A credit monitoring service required by State or federal law; and

A website or a toll-free number and call center for affected individuals required by State or federal law.

The successful vendor(s) shall complete all required corrective actions within a reasonable, mutually agreeable time frame

NATIONAL SERVICE COMPATIBILITY:

The service shall be interactive with other vendor services allowing functionality throughout most areas of the United States.

INTERNATIONAL SERVICE COMPATIBILITY:

Successful vendor(s) may offer international services allowing the use of multi-band telephones (or single band phones) that operate under GSM (Global Special Mobile) or alternate technologies used in Europe or other areas of the world. International Services shall be ordered by the end user on an as needed basis.

E911 AND FCC SERVICE COMPATIBILITY:

Successful vendor(s) services and equipment must meet all FCC, State E911 and Federal E911 mandates.

SERVICE FEATURES:

The successful vendor(s) shall offer service features as defined below. All offered features shall be clearly defined and priced in the Offer Section.

- Call Forwarding

Forwarding of calls to alternate lines and/or voice mail. Transfer may be invoked either if calls are unanswered after a designated number of rings or if line is busy.

- Voice Mail

An answering system allowing calls to forward to an automated message center for call message recording and playback.

- Text Messaging

Users shall have the ability to send and receive text messages using telephones.

- Caller ID

Display of originating caller telephone number.

B.1 Vendor Company and Staff Qualifications (Experience)

Successful vendor(s) shall have a minimum of five (5) years of experience in provisioning wireless cellular and data services to larger entities, preferably inclusive of government customers. Administrative and technical staff shall be of sufficient size and knowledge base to support the State in its initiatives. In order to demonstrate market experience and breadth, identify other product offering or tools from your company within the response. Please describe your experience.

C. Subcontractors (Solution)

- 1) Any contract resulting from this RFP shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other vendor without prior written approval by the State.
- 2) If subcontractors are to be used, the successful vendor(s) must clearly explain their participation.
- 3) If subcontractors are to be used, please include information regarding the proposed subcontractors including the name of the company, their address, contact person and three references for clients they are currently servicing.
- 4) The successful vendor(s) shall be directly responsible for any subcontractor's performance and work quality when used by the contractor to carry out the scope of the job.
- 5) Subcontractors must abide by all terms and conditions under any resultant contract.

D. Additional Requirements

- 1) The State requires ten (10) days' advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
- 2) The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the vendor(s)' employees, equipment or supplies. The vendor(s) shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the vendor(s) to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the vendor(s).
- 3) The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the vendor(s) to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 4) The vendor(s) or their personnel shall not represent themselves as employees or agents of the State.
- 5) While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 6) All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 7) The vendor(s)' personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 8) All offers shall remain valid for a period of one hundred eighty (180) days from the RFP due date. A vendor(s)' disclosure or distribution of an RFP other than to DAS, Division of Procurement and Support Services may be grounds for disqualification.
- 9) RFP prices must be in US dollars and must include delivery and all other costs required by this RFP invitation. Special charges, surcharges, processing charges (including credit card transaction fees), delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the bidder".

- 10) **Warranty:** Unless otherwise specified in this RFP, the successful vendor(s) shall be required to warrant all of the equipment awarded to vendor(s) for a period of not less than two (2) years or the

manufacturer's standard period of time, whichever is greater, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

PART III PROCESS FOR SUBMITTING A PROPOSAL

A. Proposal Submission, Deadline, and Location Instructions

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Proposals submitted in response to this RFP must be received by the Bureau of Purchase and Property no later than the time and date specified in the Timeline section, herein. Proposals may be submitted by e-mail, U.S. Mail or delivery service.

- via email **NH.Purchasing@DAS.NH.Gov**
 - o **If email submission, 1 complete proposal with pricing as a separate document**
- via U.S. Mail or delivery service:
 - o **If hard copy submission, 1 complete with pricing and 5 copies with no pricing**

Hard copy proposals must be addressed to:

RFP#2640-23, Andrea Olsson, Purchasing Agent
NH Bureau of Purchase & Property
25 Capitol Street - Room 102
Concord NH 03301

Email responses must be labeled with the following information:

State of New Hampshire RFP# 2640-23
Due Date: December 15, 2022
Wireless Cellular and Data Services

Late submissions will not be accepted and will be returned to the bidders unopened. Delivery of the Proposals shall be at the bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Bureau of Purchase and Property, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for any reason. Any damage that may occur due to shipping shall be the bidder's responsibility.

B. Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated points of contact:

AGENT EMAIL: **NH.Purchasing@DAS.NH.Gov**

Inquiries must be received no later than the conclusion of the Vendor Inquiry Period (see Timeline). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

C. Addenda

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, the Bureau of Purchase and Property will post on our web site any Addenda. Before your submission and periodically prior to the RFP closing, vendors are required to **check the site for any addenda** or other

Contractor Initials DB
Date 12/30/2022

materials that may have been issued affecting the RFP. The web site address is <https://das.nh.gov/purchasing/purchasing.aspx>

D. Restriction of Contact with State Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP points of contact listed in the Proposal Inquiries section, herein. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any vendor during the selection process, unless otherwise authorized by the RFP points of contact.

E. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting contract, whichever is later.

PART IV CONTENT AND REQUIREMENTS FOR A PROPOSAL

Proposals shall follow the following format and provide the required information set forth below. Elaborate proposals beyond what is sufficient to present a complete and effective proposal are not desired.

A. Transmittal Letter

B. Executive Summary (1-2 Pages) 10 Points Maximum

Vendor(s) Executive Summary, identifying how the Response satisfies the RFP requirements. The executive summary must include an overview of the vendor(s)' proposed services, general company operations, a work plan defining how services will be implemented, timeframe to implement service, and functionality, support and training. The vendor(s) must clearly identify their qualifications to meet the requirements defined in the RFP and reveal a clear understanding of the RFP requirements.

C. Bidder Qualifications (1-2 Pages) 10 Points Maximum

Provide full details regarding the following items in support of the vendor(s) Experience and ability to provide services. Include:

- Full legal company name
- Year business started
- If applicable, information on any parent/subsidiary relationships with any other company or companies
- State of incorporation
- Location of headquarters
- Current number of people employed
- Details of any litigation your company may be a party to in which an adverse decision might result in a material change in the company's financial position or future viability
- Presence in the State of New Hampshire
- Identification of which services are provided via the vendor(s) and those being resold or provided by a subcontractor
- Sub-contractor including company name, address, contact person and three references for clients they are currently servicing

D. References: (2-4 Pages) 10 Point Maximum

- Provide three (3) detailed examples where the vendor(s) has provided wireless cellular and data services of similar size/scope. Details must include customer contact information allowing the State

to contact the respective vendor(s) customer. All contact information must be current. The State shall not be responsible to search for contact individuals to verify information;

- Provide detailed examples of other implementations vendor(s) has put in place. Vendor shall discuss implemented services, implementation schedule and any significant project milestones;
- Provide three (3) detailed references for each sub-contractor used by the vendor(s) for performance of an impending contract. Details must include customer contact information allowing the State to contact the respective vendor(s) customer. All contact information must be current. The State shall not be responsible to search for contact individuals to verify information.

E. Providing Services (up to 10 Pages) 20 Points

- Describe how the proposed services meet or exceed the requirements of the State, addressing all aspects of the RFP: Traditional Cellular Telephones, Smartphones, ISP, etc., Coverage Maps, Proposed Service Team.
- If awarded a contract, describe in detail your migration plan for moving agencies across to your contract. Provide a timeline based upon the current contract expiration of March 31, 2023 with April 1, 2023 the start of the new contract(s).
- Describe in detail, if a contractor holding a current Statewide contract for Wireless Cellular and Data Services, how you plan to cease services for those users migrating to a new provider.

F. Value Added Services: (1-2 Pages) 10 Points Maximum

Vendor(s) are invited to offer Value Added Services not defined within but related to wireless cellular and data services. Define all such offerings as included in the Value Added Services in the Offer Section and narrative within the response. The State shall be the sole determinant in acceptance or rejection of any additional services offerings and inclusion in a resulting contract.

PART V EVALUATION OF PROPOSALS

Criteria for Evaluation and Scoring

The Evaluation Committee will use a scoring scale of 100 points, a maximum of 40 points awarded based on the Price Proposal, a maximum of 60 points awarded for the Technical Proposal includes the following: Executive Summary -10 points maximum; Company Profile - 10 points maximum; Reference -10 points maximum; Providing Services- 20 points maximum and Value Added Services – 10 points maximum. The maximum points that will be awarded are shown in the table below.

Formal Presentations/Demonstrations/Discussions:

During the evaluation process the State of New Hampshire may require a vendor(s) to answer questions with regard to the proposal, require vendor(s) to make formal presentations to the evaluation team, and/or provide demonstrations. If formal presentations are required the State shall invite up to the five (5) highest scoring vendors.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category:	
Executive Summary	10
Company Profile Vendor's Experience and ability to provide services	10
References Examples of similar services implemented	10
Providing Services Detailed response on how the State's requirements shall be met	20
Value Added Services Additional offerings not specified in the requirements, but related to	10

DB

wireless cellular and data services	
PRICE PROPOSAL with the following potential maximum score:	40
TOTAL POTENTIAL TECHNICAL AND PRICE POINTS	100
Formal Presentations (if required)	

The State's evaluation team will select a vendor(s) based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Initial technical scoring will be based off of consensus scoring from vendor(s)' submitted proposal. The State intends to invite up to five (5) initial high-scoring vendors for vendor presentations. Upon conclusion of presentations, the State may adjust technical scoring.

The financial scoring will be based on the Total Cost as requested in the "Cost of Proposed Solution" tables located in the "OFFER" section of this RFP. The selected lowest cost proposal will receive all 40 points allocated for the financial score. Financial scores for all other proposals will be calculated using the following equation (scores will be rounded to the nearest whole number):

Lowest overall cost + Offer Section Pricing/Vendor x 40 points = Points Assessed

Example: Vendor A (totals of section A,B,C & D) \$13,000
Vendor B (total of section A,B,C & D) \$15,000

Vendor A: $\$13,000/\$13,000 \times 40 = 40$ Points Assessed to Vendor A
Vendor B: $\$13,000/\$15,000 \times 40 = 35$ Points Assessed to Vendor B

B. Award

The award shall be made to the responsible vendor(s) meeting the criteria established in this RFP and providing the highest Evaluation Process score. The State reserves the right to reject any or all proposals or any part thereof and add/delete locations at the contract price. If an award is made, it shall be in the form of a State of New Hampshire contract(s).

The intent of the State is to award multiple contracts. A vendor must bid on a minimum of four (4) sections listed as A, B, C, and D for the purpose of award. Section E (Traditional Cellular – voice only, Traditional Cellular with text and data, s

Smartphones, ISP Data, and Machine-to-Machine) is informational and will not be calculated for the purposes of award. The State shall award multiple contracts when it is in its best interest to do so. In order to be considered for award a vendor shall score a minimum of 75 points for Technical and Price.

If the State, determines to make an award, the State will issue an "intent to negotiate" notice to a vendor based on these evaluations. Should the State be unable to reach agreement with the selected vendor during contract discussions, the State may then undertake contract discussions with the second preferred vendor and so on, or the State may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

PART VI TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

A. RFP Addendum

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. Non-Collusion

The vendor(s)' signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other contractors and without effort to preclude the State from obtaining the best possible competitive Proposal.

C. Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the vendor(s). Upon contract award, the State reserves the right to use any information presented in any Proposal.

D. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any contract resulting from this RFP. A vendor(s)' disclosure or distribution of Proposals other than to the Bureau of Purchase and Property will be grounds for disqualification.

E. Public Disclosure

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) are subject to public disclosure under the NH RSA chapter 91-A (the "right-to-know" Law) after the approval of the contract by the Governor and Executive Council. Certain information concerning proposals, including but not limited to pricing or scoring, is available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a vendor considers confidential shall be clearly designated in the following manner:

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the proposal submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the vendor deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood

agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

F. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Bureau of Purchase and Property to award a contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

G. Proposal Preparation Cost

By submitting a Proposal, a bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a bidder in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting contract.

H. Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any State agency. A bidder that was disqualified under this section because of a

pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

PART VII CONTRACT TERMS AND AWARD

A. Non-Exclusive Contract

Any resulting contract from this RFP will be a non-exclusive contract. The State reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total proposal.

B. Award

If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the contract by Governor and Executive Council of the State of New Hampshire.

C. Standard Contract Terms

The State will require the successful vendor(s) to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire of which a sample is provided as Attachment A.

The State may consider modifications of this form during negotiations. To the extent that a vendor believes that exceptions to the standard form contract will be necessary for the vendor to enter into the Agreement, the vendor should note those issues during the vendor inquiry period. The State will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the State accepts a vendor(s)' exception the State will, at the conclusion of the inquiry period, provide notice to all potential vendors of the change to the P-37 and indicate that change is available to all potential vendors.

Any exceptions to the standard form contract that are not raised during the vendor inquiry period are waived. In no event is a vendor to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

IF AWARDED A CONTRACT, The vendor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37;

Section 1.3 Contractor(s) Name

Section 1.4 Contractor(s) Address

Section 1.11 Contractor(s) Signature

Section 1.12 Name & Title of Contractor(s) Signor

- Provide certificate of insurance with the minimum limits required as described below.
- Provide certificate of workers' compensation.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

CERTIFICATE OF INSURANCE:

Vendor(s) awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall include comprehensive, general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

CONTRACT(S) TERM:

The term of the contract shall commence April 1, 2023, or upon approval of by the Governor and Executive Council, whichever is later (the "Effective Date"), through March 31, 2026, and shall continue thereafter for a period of approximately three (3) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful vendor(s) and the State with the approval of the Governor and Executive Council.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract at any time by giving the successful vendor(s) a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

All vendors must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to award, vendors must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>)
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** An award, in the form of a contract(s), will **ONLY** be awarded to a vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If required by the using agency, the vendor(s) will have signed by each of its employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

TERMS OF PAYMENT:

Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

PAYMENT:

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** <https://www.nh.gov/treasury/state-vendors/index.htm> Eligible participants shall negotiate their own payment methods with the successful vendor.

INVOICING:

Itemized Invoices shall be submitted to the corresponding State agency in strict accordance with invoicing and reporting requirements defined herein.

TERMS OF PAYMENT:

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

NOTIFICATION AND AWARD OF CONTRACT(S):

Proposal results will not be given by telephone. For vendors wishing to attend the proposal closing: only the number of bidders submitting responses will be made public. Specific response information will not be given out. Proposal results (bidder names and rank or scores) will be made public five days prior to submission to Governor and Council for final approval of the contract(s).

Proposal results may be viewed on our website at: <https://das.nh.gov/Purchasing/vendorresources.asp> when they become public.

AUDITS AND ACCOUNTING:

The successful vendor(s) shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful vendor(s) may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

USAGE REPORTING:

The successful vendor(s) shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Andrea Olsson and sent electronic to Andrea.I.Olsson@das.nh.gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - o Percentage of recycled materials contained within finished products
 - o Percentage of waste recycled throughout the manufacturing process
 - o Types and volume of packaging used for transport
 - o Any associated material avoided and/or recycled as applicable under contract
 - o A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful vendor. The State of New Hampshire assumes no liability between the successful vendor(s) and any of these entities.

PART VIII OFFER

Vendor(s) hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith. Please see attachment B- Offer Sheet.

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

<u>Sang Pham</u> Contact Person	<u>(508) 440-7667</u> Local Telephone Number	<u>18003751126</u> Toll Free Telephone Number
<u>Sang.Pham5@T-Mobile.com</u> E-mail Address	<u>T-Mobile.com</u> Company Website	<u>06-852-8376</u> DUNS #
<u>T-Mobile USA, Inc.</u> Bidder Company Name	<u>12920 SE 38th St Bellevue WA 98006</u> Bidder Address	

Contractor Initials DB^{DS}
 Date 12/30/2022

ATTACHMENTS:

The following attachments are an integral part of this bid invitation:

Attachment A: Sample P-37 Form

Attachment B: Offer Sheet

Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 289 590 474 835

Passcode: ZrveEv

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 603-931-4944,261234743#](#) United States, Concord

Phone Conference ID: 261 234 743#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 12/11/2019)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DB
 Date 12/30/2022

Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date; all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

Contractor Initials ^{DS} DB
Date 12/30/2022

8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files,

formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Contractor Initials ^{ds}
DB
Date 12/30/2022

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

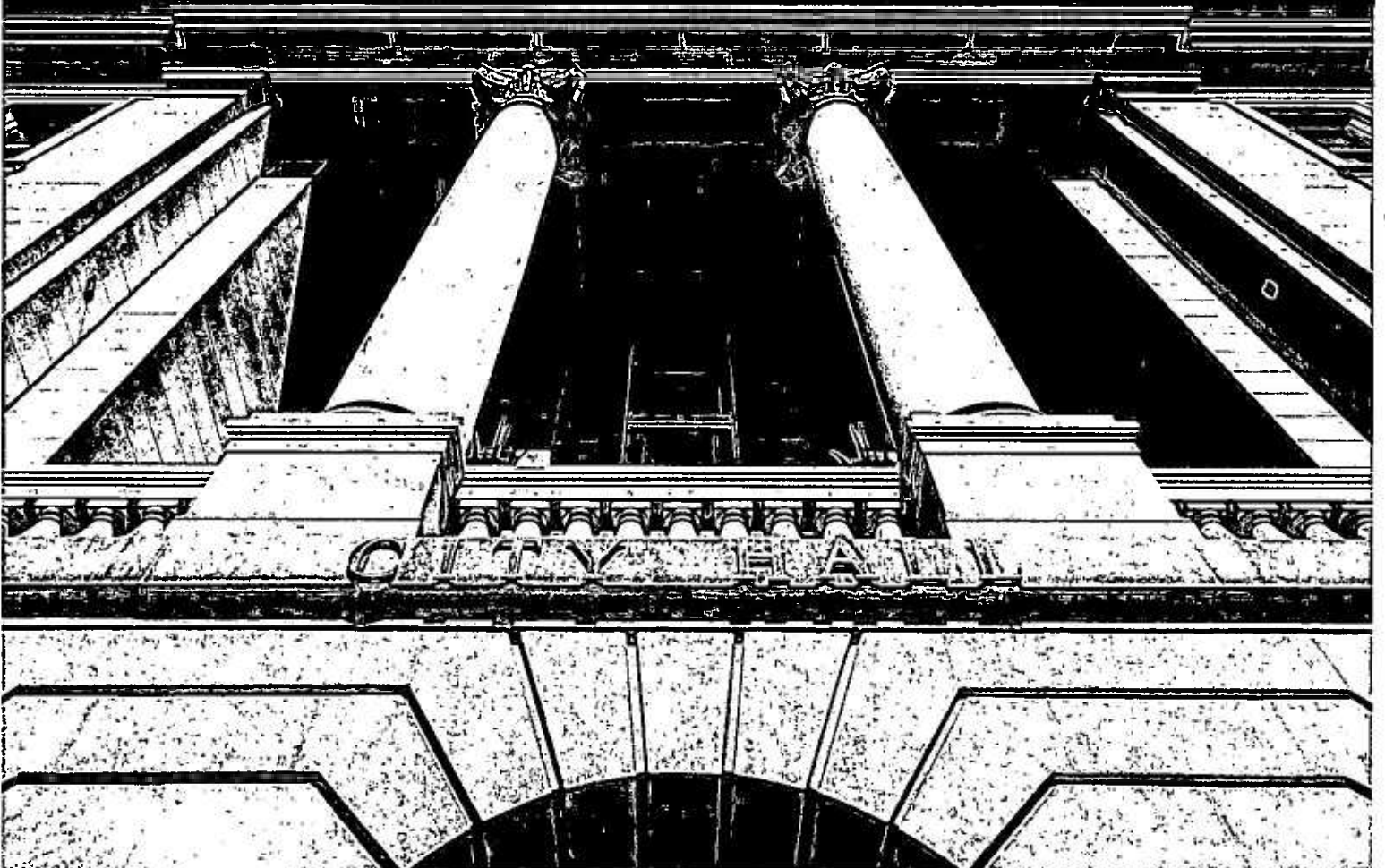
Contractor Initials DB
Date 12/30/2022



New Hampshire Department of Administrative Services Wireless Cellular and Data Services RFP No. 2640-23

January 3, 2022

Sang Pham
Account Executive, State Government
(508) 440-7667
Sang.Pham5@t-mobile.com





A. Transmittal Letter

January 3, 2023

Andrea Olsson
Purchasing Agent
NH Bureau of Purchase & Property
25 Capitol Street - Room 102
Concord, NH 03301

Dear Ms. Olsson

T-Mobile USA, Inc. (T-Mobile) is pleased to submit this proposal in response to the Division of Procurement and Support Services RFP 2640-23.

Wireless coverage and speed are the all-important decision point for users. T-Mobile's 5G network is the largest and most advanced wireless carrier in America covering 321 million people. Telecompetitor reported (12/12, Britt) that "T-Mobile has achieved its year-end goal of covering 260 million people with its Ultra Capacity 5G service weeks ahead of schedule." T-Mobile now "expects to cover 323 million people with Ultra Capacity 5G by the end of next year, which is nearly nationwide service." The operator uses "Ultra Capacity 5G" to refer to 5G services operating on mid-band spectrum, which "is widely seen as offering the optimum mixture of speed and range for 5G."

T-Mobile previously submitted its Operations and Contracts Exceptions, Clarifications and Questions dated as of December 12, 2022 (the "Clarifications and Exceptions") per the State's instructions to submit these during the question-and-answer process. A copy of the document submitted to the State is attached to the email delivering this Proposal. Per your December 21, 2022, email, T-Mobile understands that its Clarifications and Exceptions will be considered during the negotiation period for any potential resulting contract. T-Mobile's Proposal is expressly contingent upon consideration of the Clarifications and Exceptions.

We look forward to implementing viable solutions so your needs can be met for the best value possible.

Sincerely,

Sang Pham

Sang Pham
T-Mobile for Government Account Manager
(508) 440-7667
Sang.Pham5@t-mobile.com

T-Mobile

12920 SE 38th Street, Bellevue, WA 98006
www.t-mobile.com

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B. Executive Summary

Proposed Services

Highlights of T-Mobile's proposed rate plans include:

- Unlimited talk / Unlimited text
- Unlimited 5G/4G LTE data
- 11GB (2GB on Simple Choice plans) 5G Mobile Hotspot data where device and network are capable, 4G LTE elsewhere, then unlimited 3G speeds once 11GB is used
- Unlimited domestic data roaming
- Unlimited texting and data in 215+ countries and destinations (speeds up to 256kbps). Plus, 5GB high speed data in 11 European Countries*
- Unlimited talk, text and up to 5GB (2GB on Simple Choice plans) of 4G LTE data in Mexico and Canada
- 4 Full Flight Wi-Fi Sessions per year of your choosing + Unlimited 1 hour Wi-Fi sessions afterwards, with streaming where available along with unlimited texting

Details of the plans are provided in the T-Mobile pricing response.

General Company Operations

T-Mobile US, Inc. (NASDAQ: TMUS) is America's Un-carrier, delivering a transformative nationwide 5G and advanced 4G LTE wireless network that will offer reliable connectivity for all. T-Mobile's customers benefit from our unmatched combination of value and quality, unwavering obsession with offering them the best possible service experience and undisputable drive for disruption that creates competition and innovation in wireless and beyond. Based in Bellevue, Wash., T-Mobile provides services through its subsidiaries and operates its flagship brands, T-Mobile and Metro by T-Mobile. For more information please visit: <https://www.t-mobile.com>.

Work Plan and Timeframe for Implementation Services and Functionality

Our approach to implementation is grounded in a consistent and predictable migration process based on a collaborative and consultative approach that meets the unique needs of your organization, to commence operations April 1, 2023. Our planning addresses the State's "Effective Date", through March 31, 2026, and continues for three (3) additional years.

T-Mobile can commence equipment distribution as each individual order is received and automatically complete the porting of their numbers. T-Mobile currently has an inventory of devices that are ready to use and all our network services are fully operational.

As an awarded vendor, T-Mobile's Implementation Manager will be prepared to distribute new devices to users on day one on a one-by-one basis, or to groups needing ordered lots. Upon receiving a completed Wireless Local Number Portability request from the user or group lead, our Implementation Manager will initiate porting your existing lines from your current provider to the T-Mobile network. This implementation plan will be followed as each request is received and will include the migration port date. Devices that are ordered before March 30, 2023, will be distributed and their numbers ported for starting business April 1, 2023.

Support and Training: Dedicated Care for Government

A T-Mobile sales and support team dedicated to State of New Hampshire state agencies will be assigned, with contact and engagement information clearly articulated to the State during planning sessions following contract award.

Your Government Dedicated Team of Experts specializes in government accounts. As your first point of contact, we're here for all your customer service needs. You will have a single Dedicated Expert assigned to your account. They will have a direct dial toll-free number and direct email box to reach them.

Team of Experts

Normal business hours for the team of experts is Monday through Friday: 5:30 a.m. – 5:30 p.m. PT. Dedicated Expert schedules are based on the customers they are supporting.

GovernmentAccount@T-MobileSupport.com

1-844-361-1310 (Authorized Users Only). Once a Dedicated Expert is assigned, please use their direct dial number and email address. Support is available to any account user. However, only authorized persons can make account changes.

After-hours support

Available 24 hours a day, 7 days a week.

- For Authorized Users please dial 1-844-361-1310
- For Education End Users please dial 1-844-341-4834
- For all other end users please dial 1-800-375-1126

E-mail support is available at: BusinessCare@T-MobileSupport.com

Training –at no cost

From tips and troubleshooting to server management and network updates, we offer ongoing training for teams within your business.

Administrative Training

- Account and Billing Reconciliation
- Self -Serve and Billing Management
- Account Management Techniques
- Troubleshooting
- Escalations

End User Training

- Device Training
- Tips and Tricks
- Application Training
- Troubleshooting

Deployment Training

- Customized Welcome Guides
- Customizing Materials and Websites
- Network Updates
- Server Management
- Road Shows and Events

C. Bidder Qualifications

<p>Full Legal Name: T-Mobile USA, Inc.</p> <p>(T-Mobile USA, Inc. a wholly owned private subsidiary of T-Mobile US, Inc., a publicly traded company.)</p>	
<p>Year Started: 1994.</p>	
<p>Parent Relationship: Deutsche Telekom (DT) acquired VoiceStream in 2001 and one year later, the company became T-Mobile USA. DT is one of the world's leading integrated telecommunications companies, with some 242 million mobile customers, 27 million fixed-network lines, and 22 million broadband lines. DT provides fixed-network/broadband, mobile communications, Internet, and IPTV products and services for consumers, and information and communication technology (ICT) solutions for business and corporate customers. Presence in 50 countries; 226,300 employees around the world; revenue of 101 billion Euros in 2020 financial year, about 66% outside Germany.</p>	
<p>State of Incorporation: Delaware.</p>	
<p>Headquarters: 12920 SE 38th Street, Bellevue, WA 98006 (King County).</p>	
<p>Employees: 75,000</p>	
<p>Litigation affecting financial position or viability: None pending. Although, as is typical for companies of our size, T-Mobile is, and has been, subject to many different administrative complaints and charges related to our products and services. Such proceedings are common, and we respond to them in the ordinary business course. As is also common, often such proceedings are privileged or otherwise confidential. To the extent any such matter is material, it is disclosed in T-Mobile US, Inc.'s SEC filings. Currently we are unable to identify any pending litigation or threats of litigation, claims, lawsuits, or judgments that could potentially affect the products and services provided.</p>	
<p>Presence in the State of New Hampshire: T-Mobile sales operations are at these locations.</p>	
1452 Mall of New Hampshire	492F Concord Loudon Rd
261F Manchester – S Willow	4ESU Pheasant Lane Shopping Mall
3820 Pheasant Lan Mail – First Floor	4ESX Mall of New Hampshire
3SNG – Nashua Daniel Webster Highway	4FSA Central & Indian Brook
4444 Seabrook, NH	539F Hooksett Quality Dr
557F Manchester NH Mobile Store D	567D Somersworth NH
5707 The Mall At Rockingham Park	580F Londonderry NH
5LSQ Bedford NH	648D Rochester NH
676D Epping NH	7613 Tuscan Village
766F Tanger Outlets	8008 Nashua Amherst Street
8623 Portsmouth NH	
<p>Services provided via the vendor(s) and those being resold by a subcontractor: All services and equipment proposed will be provided by T-Mobile. With respect to subcontractors, T-Mobile will not be utilizing sub-contractors or agents to provide the products or services under this RFP or the resulting contract. Any third parties, including affiliates, roaming partners, suppliers, and subcontractors that have entered into agreements with T-Mobile in support of T-Mobile's general operations and/or commercial product and service offerings, as opposed to the State of New Hampshire and its end users specifically, are not considered subcontractors or agents under the terms of this RFP (or the resulting State Contract).</p>	

D. References:

- Agency: **Massachusetts Convention Authority**
 Contact: Robert Chojnowski
 Phone: (617) 954-1144
 Contract: 350 lines / wireless cellular and data services / 24 months

- Agency: **New Hampshire Hospitals & PATH Centers & Glencliff Home**
 Contact: Ellen M. Lapointe, BS, LNHA Chief Executive Officer
 Phone: 603.271.5200 (Office) <Ellen.M.Lapointe@dhhs.nh.gov>
 Contract: 53 lines & Mint 19 lines / 24 months

- Agency: **State of Washington Health Care Authority**
 Contact: Jeff Kermen / jeffrey.kermen@hca.wa.gov
 Phone: (253) 302-2498
 Contract: 355 active lines / wireless cellular and data services / 24 months

- Agency: **Commonwealth of MA - Executive Office of Technology Services**
 Contact: Brad Steele / brad.steele@mass.gov | www.mass.gov/eotss
 Phone: (617) 626-4645
 Contract: 400 lines and growing / wireless cellular and data services / 24 months

- Agency: **State of Arizona Department of Economic Security**
 Contact: Martin Nevoranek / mnevoranek@azdes.gov
 Phone: (727) 203-2019
 Contract: 560 active lines / wireless cellular and data services / 24 months

Other Implementations

Cobb County Government

Headquarters:	Industry:	Employees:	Revenue:
Marietta, GA	Government	4,700+	\$1.1B

The Project: Coordinating a fleet of 2,600 vehicles to serve a county population of more than 755,000 is a tall order. To adequately serve the community, Cobb County Fleet Management needed to move beyond their telematic system in order to increase flexibility and make fast, effective decisions.

Coordinating a fleet of 2,600 vehicles to serve a county population of more than 755,000 is a tall order. To adequately serve the community, Cobb County Fleet Management needed to move beyond their telematic system in order to increase flexibility and make fast, effective decisions.



Cobb County GOVERNMENT

The results

- Saved \$50,000 per year conservatively estimated in costs
- Decreased idling and fuel use
- Simplified device installment, activation, scaling, and transference
- Improved routing efficiency, resource deployment, data visibility, and other efficiencies

“ I would strongly recommend T-Mobile's fleet management solution to pretty much every municipality that's out there that would like to not only track drivers, vehicles, assets, and behavior, but also to have significant cost savings added to their budget. ”

Ahsan Rafay, Chief Financial Officer, Cobb County Fleet Management

U.S Department of Veterans Affairs

Headquarters:	Industry:	Employees:	Revenue:
Washington DC	Healthcare	395,071+	\$200B

The Project: The U.S. Department of Veterans Affairs (VA) serves 9 million enrolled veterans each year but one third of them live in rural communities and many drive 25-50 miles for health care visits at a VA facility.



The Results: T-Mobile is providing 70,000 lines of wireless service to the VA to help make telehealth services more accessible to veterans. Veterans are able to access the VA Video Connect app on a tablet or other device to bring care closer to home. Additional details can be found [HERE](#).

“ We believe at the VA that every veteran should be offered a choice in how they receive their care. We really want to reach veterans, wherever they are, in a space and modality in which they feel comfortable. ”

Dr. Leonie Heyworth, Director of Synchronous Telehealth, Veterans Health Administration



California Department of Housing and Community Development

The opportunity: The California Department of Housing and Community Development develops and preserves affordable housing for citizens of California. Its employees traditionally relied on desk phones at the agency's Sacramento office to fulfill their mission. But when the pandemic hit, staff members transitioned to teleworking.



To ensure they could continue to do their jobs effectively, CIO Sumi Smith decided to migrate the department from desk phones to smartphones. She also decided to move existing mobile phone lines to a new carrier.

The results: Timing was critical. Though typical HCD technology rollouts take nine months, MS Smith worked with T-Mobile to deploy the 64GB model iPhone 11 within weeks. By January 2021, HCD had deployed 950 iPhone 11s. The department's relationship with T-Mobile for Government made this transformation possible.

“ T-Mobile puts thought into structuring an offering for government by making it easy to for CIOs. They cater to our every need. ”

Sumi Smith, CIO, HCD

Switching to T-Mobile saves HCD more than \$300,000 a year and helps them deploy twice as many smartphones as they had previously. The savings have helped the department make the most of a shrinking budget.

City of Wichita

Headquarters:	Industry:	Employees:	Revenue:
Wichita, KS	Government	1,000+	\$563M

The opportunity

The City of Wichita aims to provide a great wireless experience in order to deploy technologies that enhance lifestyles, provide better services, and save money all at the same time. They partner with T-Mobile for Business to intelligently pursue their ambitious plans to modernize civil services.



The results

Hotspot loan programs, fleet management and public transit were great places to start.

- T-Mobile 4G LTE hotspots are available to be loaned out to 26% of Wichita homes that lack internet access
- Vehicle diagnostics helped save an estimated \$80,000 to \$160,000 annually on fuel and contract costs—resulting in better service at lower costs
- 60 city buses were equipped with free T-Mobile Wi-Fi
- 170 city police cruisers connect to the internet via T-Mobile services

“ T-Mobile for Business has been a good partner. They have given us the latitude to do some things that, frankly, other vendors would not entertain. And to me, that's a distinction between being a vendor and being a partner. ”

Mike Mayta, CIO, City of Wichita

New York City Department of Youth and Community Development

Headquarters: New York City	Industry: Government	Citizens Served: 340,000
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The opportunity

When COVID-19 struck, T-Mobile smartphone solutions became the lifeline the New York City Department of Youth and Community Development (DYCD) needed to continue to serve its communities. The DYCD supports New York City youths and their families by funding various youth and community development programs.



Though the agency previously had a wireless carrier and had deployed some smartphones to staffers, DYCD was dissatisfied with the service quality. And though smartphones were available, most employees relied primarily on their office lines. CIO Michael Deutsch decided to change carriers pre-pandemic and partner with T-Mobile for Government, since T-Mobile offered the fastest network speeds in the Tri-State area.

The results

T-Mobile developed a cost-saving solution that deployed Samsung S9 smartphones to all DYCD staff. Within months, the team doubled the number of employees using smartphones from 200 to 400, while capping DYCD's cellphone service fee at the level it had paid the previous provider.

“ We were able to increase the number of devices. Beyond pricing, T-Mobile came in with a very comprehensive plan on how we can make sure to track all phones and hotspots from beginning to end. That's important, and it was really easy to make the switch. ”

Michael Deutsch, CIO, DYCD

The change not only helped DYCD cut costs; it helped IT efficiently track and manage devices and empowered employees to transition to remote work quickly, providing uninterrupted service to the community.

• Provide three (3) detailed references for each sub-contractor used:

With respect to subcontractors, T-Mobile will not be utilizing sub-contractors or agents to provide the products or services under this RFP or the resulting contract. Any third parties, including affiliates, roaming partners, suppliers, and subcontractors that have entered into agreements with T-Mobile, in support of T-Mobile's general operations and/or commercial product and service offerings, as opposed to the State of New Hampshire and its end users specifically, are not considered subcontractors or agents under the terms of this RFP (or the resulting State Contract).

E. Providing Services

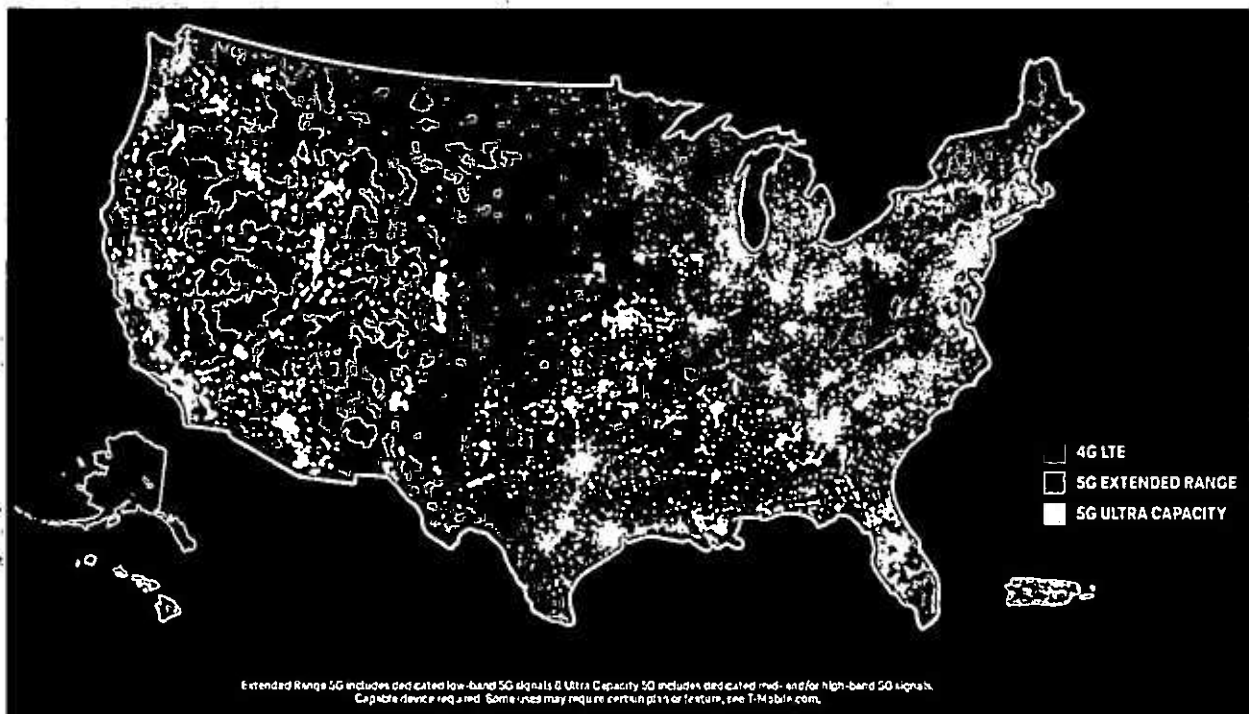
Your path to 5G is clear with T-Mobile's Network

With T-Mobile—5G access is included in your plans at no additional cost. We already cover 320 million people with our 5G-dedicated low-band 600 MHz network and continue expanding our service with layered low/mid/high band dedicated 5G network coverage. Today, T-Mobile's Extended Range 5G covers nearly 1.8 million miles—offering more geographic coverage than Verizon or AT&T. T-Mobile's Ultra Capacity 5G, which is enabled by mid-band (2.5 GHz) and millimeter wave spectrum, has been rapidly expanding and now covers 235 million Americans, over twice as much as Verizon's 5G Ultra-Wideband.

T-Mobile 5G delivers faster download speeds, real-time responses, and enhanced connectivity, giving you the potential to experience new, innovative, and transformative technologies.

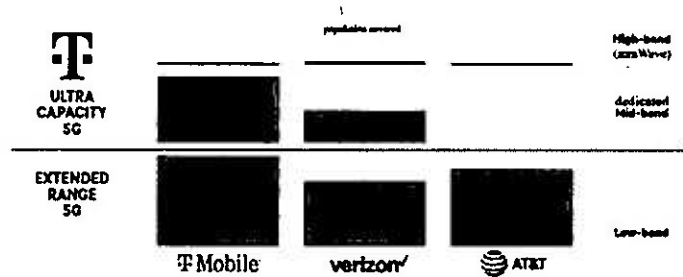
T-Mobile is Connecting 99% of Americans

You have a job to do and don't have time to worry about your connectivity. We built a network with amazing coverage so you can stay focused on carrying out the functions of your organization. T-Mobile 5G continues to deliver faster download speeds, real-time responses, and enhanced connectivity, giving you the potential to experience new, innovative, and transformative technologies. Our 4G network already covers 99% of Americans and the strength of that core coverage and access is unmatched.



Why? T-Mobile has incredible world-class spectrum holdings across all three bands

Our 5G network is an incredible portfolio of spectrum assets, including nationwide low-band 600MHz spectrum and Sprint's nationwide mid-band 2.5GHz spectrum. We also have high-band spectrum (>24GHz), but because it's very short range, it's only effective and deployed in areas of dense population.



The key is that we have spectrum in ALL layers. We are rapidly deploying 5G across the country to give you meaningful and consistent access to 5G signal in more places more quickly. Further, we have more network capacity than our competition. Meaning, we can put more on our network at lower cost.

Spectrum is the fuel that drives a 5G network

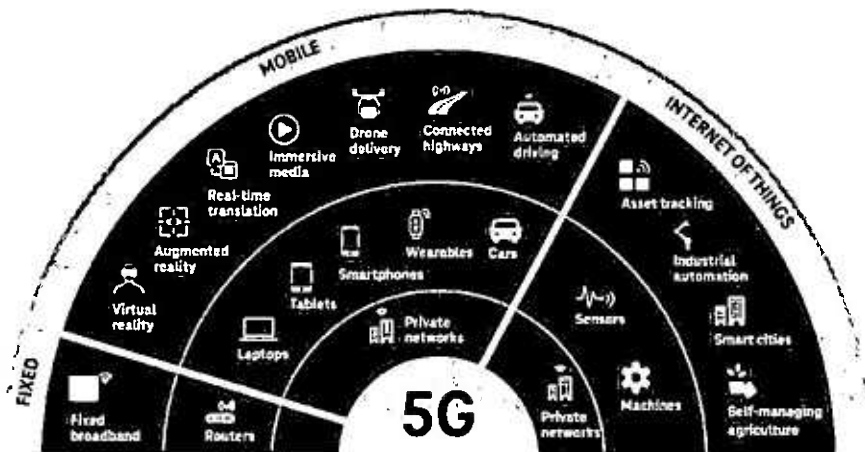
As we evolve, we know an advanced wireless network needs multiple spectrum bands to achieve both the breadth and depth of service you need, today and in the future. We've expanded our 4G LTE network with 600 and 700 MHz deployments and deployed 5G with three bands:

- High-band mmWave (>24 GHz) – High capacity, ultrafast but limited range. Used for dense environments and private networking.
- Mid-band (1-6 GHz) – Enhanced 5G speeds for metro areas. Critical for high bandwidth applications, both fixed and mobile.
- Low-band (<1 GHz) – Coverage for wide open spaces. Important for high mobility field applications and IoT sensing.



A GREAT 5G NETWORK REQUIRES ALL SPECTRUM BANDS

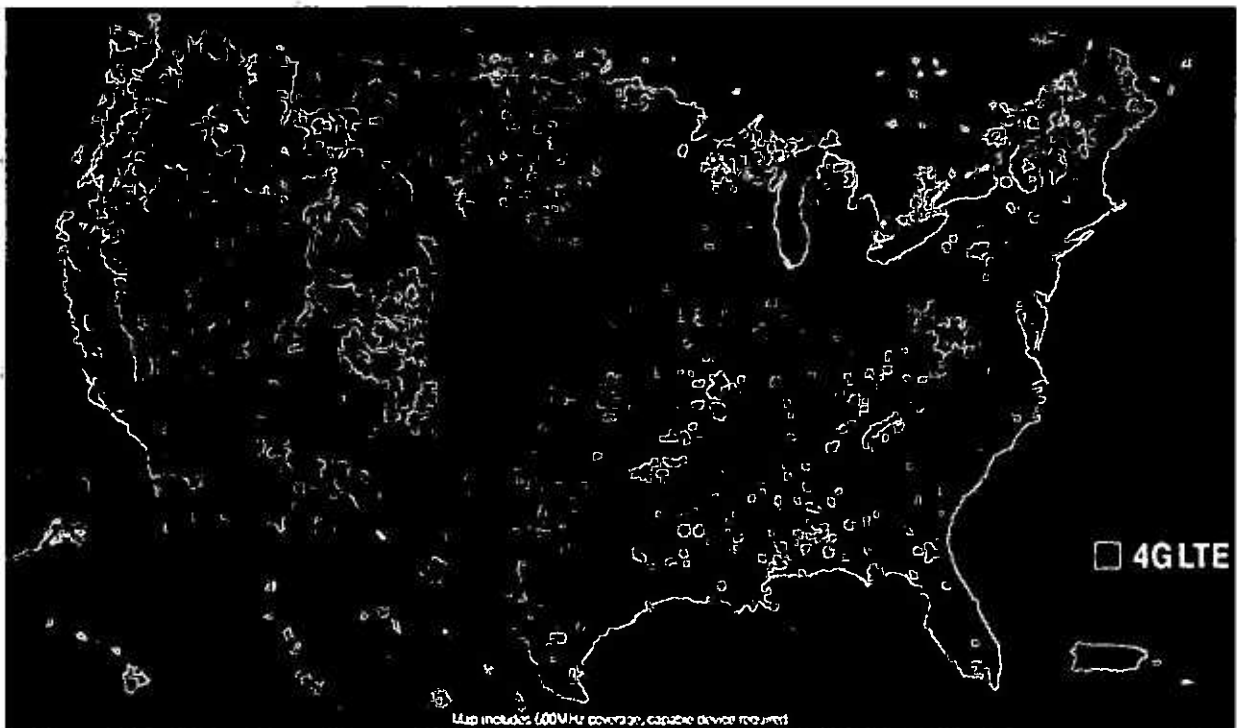
5G enables new applications



In conclusion: The T-Mobile 5G network technology meets the demand for speed, coverage and lower latency and the exciting thing is, our 5G network is in place. T-Mobile is a ready testbed for innovative solutions new capabilities and applications, or IoT we can implement at scale, giving users the potential to experience new, innovative technologies.

America's most advanced 4G LTE network

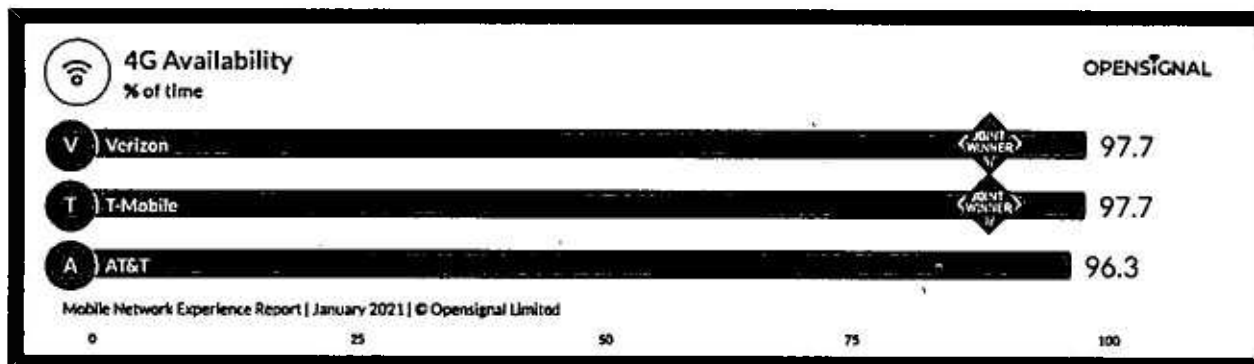
5G receives all the press, but 4G LTE is the backbone of our network, covering 99% of the United States population. We've been driving the LTE roadmap harder than any other operator in the world and as a result many features being announced by our competitors are old news to us.



We've made massive network investments, resulting in improvements that benefit both 4G LTE and 5G users.

- 1M square miles of LTE coverage added
- 25K new towers and cell sites
- Leading the U.S. in VoLTE adoption
- 256 QAM available in nearly 1,000 markets
- Carrier Aggregation live in nearly 900 markets
- 4X4 MIMO available in over 500 markets and adding FD-MIMO in many parts of the network

As a result of our relentless push to grow, our 4G network availability has surpassed AT&T and matched that of Verizon. Our goal is to grow to be the number one provider and we are well on our way!



More recently, in a 2Q 2022 review of 4G mobile networks, T-Mobile ranked first in three categories: price, speed, and customer service. Plus, if you use less than 50 GB data a month, which includes all but 1% of users, you will get exceptional speeds for both downloading and uploading at the best price backed by the best customer service.

T-Mobile is in the news: Ookla's Latest Network Performance Report Shows T-Mobile's Total Dominance

9to5Mac (10/17, Potuck) reports, "Ookla has released its fall report for US mobile and fixed broadband Internet speeds," in which T-Mobile continued "its lead in mobile performance," with "download speeds almost 2x faster than AT&T and Verizon, plus the strongest consistency and 5G availability." Spectrum was the fixed broadband provider with the fastest download speeds, trailed by COX and XFINITY. T-Mobile's performance mirrored "the results we've seen from Opensignal, PCMag, and Ookla over the summer." 9to5Mac says, "The median download speed for T-Mobile came in at 116.14 Mbps for Q2," while "Verizon and AT&T came in at about half of that median speed at 58.64 and 57.94 Mbps, respectively."

Digital Trends (10/17) reports, "It's been 10 months since Verizon and AT&T flipped the switch on their new C-band 5G spectrum, but it appears both carriers still have their work cut out for them if they want to catch up to T-Mobile." Since the early days of 5G, industry consensus has been "that T-Mobile is the fastest and most reliable 5G carrier in the U.S." But even as Verizon and AT&T progress in their midband 5G deployments, "T-Mobile retained its commanding lead." Digital Trends says that since speed tests vary heavily across the country, "Ookla also breaks down performance numbers by individual state, and there are a few places where T-Mobile isn't in the lead and a few where it's often too close to call." According to this state-by-state testing, "T-Mobile was the fastest provider in 45 states in July," but dropped "to 44 states in the latest report."

DroidLife (10/17) says Ookla's tests are "not all about speed," as the report also measured the consistency with which users could connect to each operators' network. DroidLife says "T-Mobile also won that category at 84.4%," while "Verizon and AT&T nearly tied with 79.6% and 79.4%." T-Mobile also "won the 5G Availability category by a large margin...coming in at 69.2% (nice) versus AT&T's 59.8% and Verizon's 32%." DroidLife says

the takeaway from Ookla's testing is that if "you care about 5G speed and availability, maybe you should try T-Mobile?"

T-Mobile's "Ultra Capacity 5G" Now Reaches 260M Americans.

Telecompetitor (12/12, Britt) reports, "T-Mobile has achieved its year-end goal of covering 260 million people with its Ultra Capacity 5G service weeks ahead of schedule." T-Mobile now "expects to cover 323 million people with Ultra Capacity 5G by the end of next year, which is nearly nationwide service." The operator uses "Ultra Capacity 5G" to refer to 5G services operating on mid-band spectrum, which "is widely seen as offering the optimum mixture of speed and range for 5G." The bulk of T-Mobile's mid-band spectrum is 2.5GHz spectrum won via its acquisition of Sprint, and from a more recent FCC auction. However, the operator also recently "deployed spectrum in the 1900 MHz band. Deployment in the 1900 MHz band adds a new layer of mid-band spectrum, T-Mobile explained."

FierceWireless (12/12, Allevan) reports, "T-Mobile is relying on an old standby to boost its 5G Ultra Capacity coverage, converting its 1.9 GHz PCS spectrum to do the job on 5G." The 1.9GHz spectrum was what "T-Mobile's predecessor VoiceStream Wireless PCS originally used when it offered mobile services back in the day." VoiceStream and later T-Mobile "didn't have low-band 800 MHz spectrum to establish a layer of coverage across the country." Now, what was a weakness has "come full circle, boasting the best 5G coverage in all the land." Fierce says, "A T-Mobile spokesman confirmed that the 1900 MHz spectrum was re-farmed from 3G and 4G as traffic has migrated to 5G." That migration "occurred after they integrated the two networks from Sprint and T-Mobile, so it's a combination of those assets." The operator "also said it's begun lighting up three-carrier aggregation – combining three channels of mid-band 5G spectrum – which in tests produced peak speeds topping 3 Gbps on T-Mobile's 5G standalone (SA) network." T-Mobile said Samsung Galaxy S22 users are already able to utilize the new capability.

Kagan: Verizon, AT&T Should Learn From T-Mobile's "Hungry, Entrepreneurial" Approach.

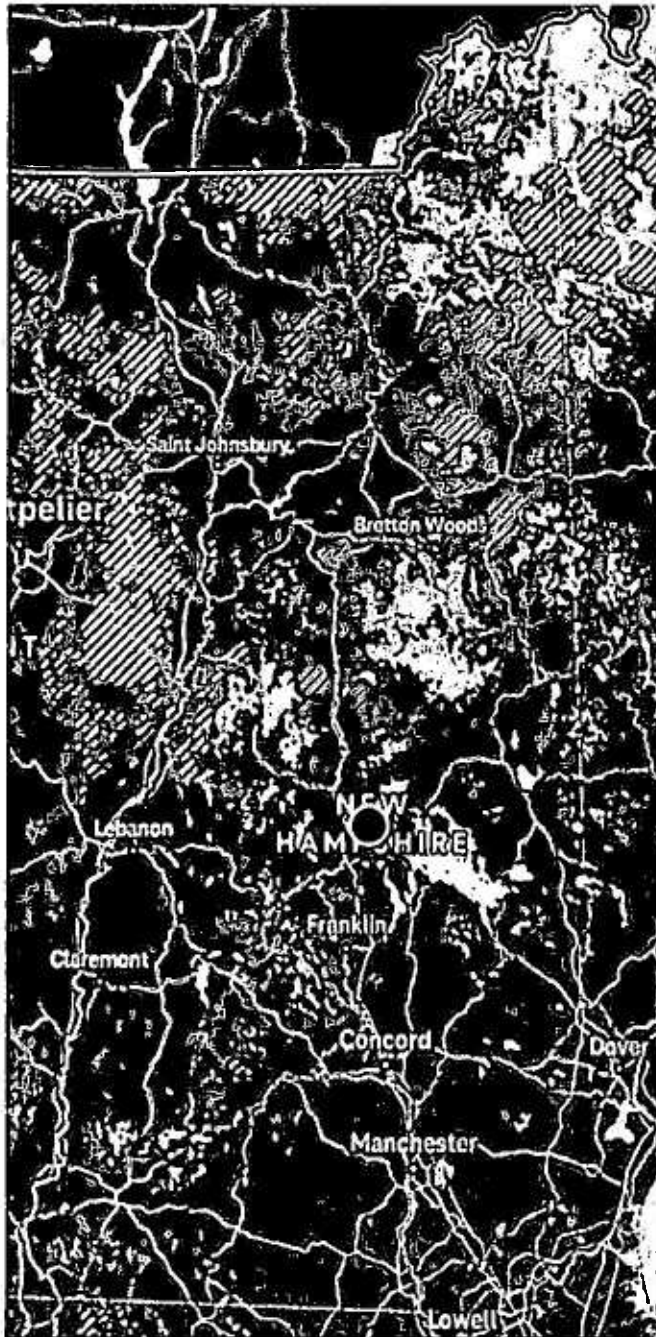
In a column headlined "What Verizon And AT&T Should Learn From T-Mobile US," RCR Wireless (12/12, Kagan) columnist Jeff Kagan says, "Verizon has always been one of the United States premier telecommunications providers," until the retirement of CEO Ivan Seidenberg, but since then, "they have struggled to find a new path to growth." Kagan says Verizon needs to identify and capitalize on a "growth wave," adding that he believes "Verizon can learn a thing or two from T-Mobile, who was crashing and burning a decade ago as well." Kagan says Verizon and AT&T as well should follow T-Mobile's lead by strategizing "like a smaller, hungry, entrepreneurial company."

Your Locations Coverage Analysis and Maps

T-Mobile currently covers 78% of the state with native coverage, with 84% of the state covered by T-Mobile and its roaming partners. In 2023, T-Mobile expects to expand native and roaming coverage to cover 86% of the geographical area of the state. Additional information regarding T-Mobile's expansion efforts is available upon the state's request. T-Mobile currently covers 99% of the population of New Hampshire.

New Hampshire Coverage

■ 5G Ultra Capacity ■ 5G Extended Range ■ 4G LTE □ 3G/2G ▨ Partner ■ Partner: Canada and Mexico



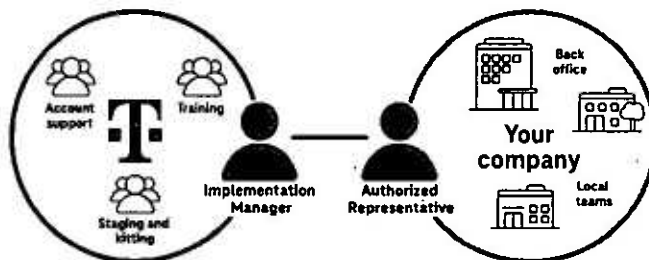
No-cost implementation support

For State of NH customers migrating from another vendor to T-Mobile, we will include implementation and migration services for your project. Our dedicated Implementation Team will ensure that your transition to T-Mobile is seamless, with no disruption to daily operations.

Leading your implementation project

To lead the implementation project, we will dedicate an Implementation Manager (IM) to your account. This person works as the liaison between you, internal/external support teams, and your onsite personnel who are responsible for mobile device and service management at each location.

The IM will customize a project plan that will be a consistent and predictable process to meet the needs of each unique organization in order to commence operations April 1, 2023, the State's "Effective Date". Also, through March 31, 2026.



T-Mobile currently has an inventory of devices ready and all network services are fully operational. T-Mobile's Implementation Manager will prepare to distribute new devices to users on a one-by-one basis or to groups by lots. Upon receiving a completed Wireless Local Number Portability request from the State's group lead, our Implementation Manager will initiate porting lines from your current provider to the T-Mobile network. This implementation plan will be followed as each request is received and will include the migration port date. Devices can be ordered before March 30, 2023 and distributed early so numbers can be ported for starting business April 1, 2023.

Working with you

The State needs to appoint an Authorized Representative (AR) to work with the Implementation Team during the transition. Please provide an individual or list of individuals authorized to act as agents on behalf of your organization.

Porting your lines to T-Mobile

The Implementation Manager will prepare you to port your existing lines from your current provider to the T-Mobile network. The implementation plan will include the migration port date.

You will complete a Wireless Local Number Portability bulk request form with other service provider information and PIN or password details. The IM will verify all information is valid, all lines are eligible for porting, and will manage your migration.

You can expect the following timeframes for a typical porting process:

- Number transfers usually within 24 hours of the requested port date, with a T-Mobile text-message indicating the transfer is complete
- A 12-24-hour period of dual service where inbound calls may still route to the old carrier's phone while outbound calls must be made from the new T-Mobile device
- Landline to T-Mobile number transfers may take up to one week

During the transfer process, 911 call may not work properly. It is vitally important that in the event you must call 911, you provide your current address and remain on the line until being told you can hang up. A 911 Call Center will not be able to call you back. If the call is disconnected before location and details have been provided, call 911 again and tell them you were disconnected.

Existing T-Mobile State of NH customers will be migrated from the old contract to the new contract on April 1, 2023, or on an alternate date as specified by the State, through an administrative change with no impact to the customer. Billing Account Numbers(BAN) will remain consistent for the customer. Should rate plan changes be required due

to changes in the contract, these will be accomplished on the same day, based on prior planning with and approval from the customer.

Account Portals

Billing

The following list of reports is available through the T-Mobile Self-Service Order and Reporting Portal. All reports can be downloaded into CSV format and some into PDF, but not all.

- **Account Management Reporting:** Displays the completed order and activation details placed on the account, including move, add, change, and delete transactions for a specified time period.
- **Add-Ons:** Information about add-on feature charges
- **BAN Call Detail Report:** Pulled to obtain BAN-level call detail records.
- **BAN Overage Detail:** Used to obtain information regarding lines that have incurred overage charges.
- **BAN Zero Usage Report (Phone & Data):** Provides information on lines not used in the following increments: 1 month, 3 months, 6 months, and 1 year.
- **Charge Detail:** Used to look at detailed charges (type, description, dollar amount) on an account for a specified billing cycle.
- **Current Statement Report:** Used for current billing data. Lists the statement date to reflect the latest date that this information was made available.
- **Custom Invoicing:** Can be requested for a BAN or a Department Accounting Code (DAC) on a specific billing cycle. You can select options to include information such as remittance slip, split equipment, monthly summary, subscriber details, and call details.
- **DAC Report:** Displays a summary of usage and charges grouped by department or cost code. (Single BAN only.) This report shows a unique DAC in each row, that details both usage and charges per subscriber. It separates out each department for individual billing.
- **Daily Detail Report:** Submitted when requesting details for a subscriber number.
- **Data Stash Summary:** Used to obtain information for accounts with data stash.
- **End-User Usage Report:** Subscriber-level details.
- **Equipment Installment:** Provides information regarding any items purchased with EIP, balance owed, and your monthly installment.
- **Inventory Report:** Allows you to see details about devices on a BAN.
- **Invoice Emulation:** Reflects the charges for the selected billing cycle. It also provides payment history information.
- **Overage Detail:** Provides a high-level summary of overages for an account number rather than an individual number, for the last billing cycle.
- **Subscriber Billing & Usage:** Allows you to select data points for recurring reports for any closed billing cycle. Displays usage and charges for every line in the account, itemized by line. Includes billing, usage, and device details.
- **Unbilled Usage:** Displays usage information by line for the current billing cycle. Allows you to set a threshold to monitor device usage and trigger notification. Allows you to create alerts when certain percentages of usage are met in the current billing cycle.
- **Universal Report:** Account-level details, as well as international roaming costs.

Information storage

The amount of time that information is stored within the portal depends on its type.

- **Statement details:** 12 months (only one month of data can be exported out of the portal at a time)
- **Usage data:** 12 months

- **Subscriber Summary Report: 12 months**

When to expect a bill to appear

It can take up to 10 days from the bill date for data to appear in the portal.

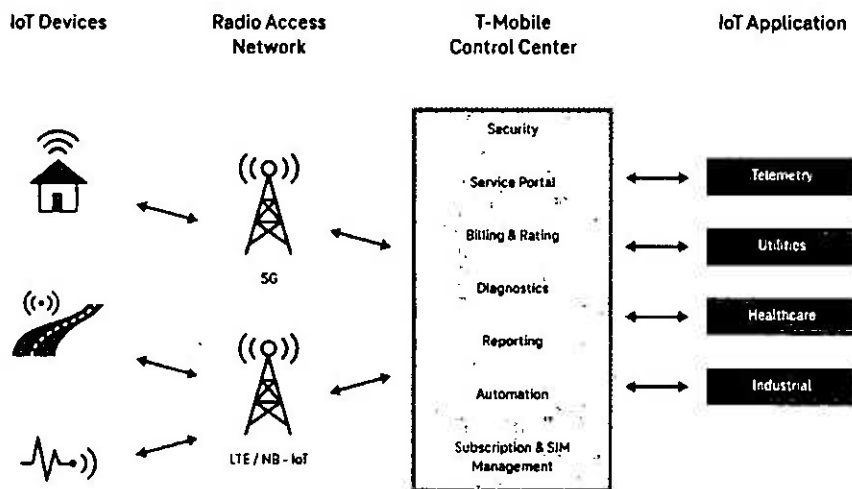
This process is very simple at T-Mobile. Each user who needs to cancel their service with T-Mobile would simply send an e-mail to the T-Mobile State Government Executive and/or their T-Mobile Dedicated Care Representative giving their notice information. T-Mobile does not initiate an order to port their number out; the user's new carrier would initiate the port using their own porting process on their end. T-Mobile's Care Representative needs only a notification from the user of the cancellation.

F. Value Added Services:

T-Mobile Control Center

T-Mobile Control Center speeds up IoT deployment and time to market through automation of business processes for greater efficiency and immediate intelligence on your data through these features:

- Easy-to-use dashboard gives you consistent control regardless of where your devices are
- Unified architecture means you only have to integrate once, not for every deployment
- End-to-end security and encryption built into the platform
- Uniform SLAs on connectivity across geographies, so devices are managed the same way
- A large ecosystem of suppliers, partners, operators and customers on the service
- On-demand or automated monitoring of device status, cellular usage, data pools, and SIM lifecycle management (i.e., activating/deactivating SIMs).



Geotab Fleet Tracking and Management

T-Mobile partners with Geotab to provide Fleet Tracking and Management Functionality to master your fleet.

- **Adjust maneuvers** – easy-to-use dashboards and customizable reporting on routes, fuel, engine, etc.
- **Protect your assets** – alerts on unsafe driving behaviors like excessive acceleration.
- **Manage compliance** – manage factors that make a winning HOS BASIC score of drivers' hours of service
- **Get actionable insights** – boost productivity and save money monitoring fuel usage, routes, maintenance /
- **Fleet vehicle compatibility** – gas, diesel, electric vehicles with 16-, 9-, or 6-pin ports under the dashboard

Geotab GO9—Expandable Telematics Device

All this information is made available to you through the plug-and play Geotab GO9 tracking device; the most powerful yet. The GO9 offers a 32-bit processor, more memory and RAM in state-of-the-art GPS technology, g-force monitoring, GEOTAB IOX' expandability, engine and battery health assessments, and communication on the LTE network.

Using Geotab's patented tracking algorithm, the GO9 accurately recreates vehicle trips and analyzes incidents. The GO9 also offers in-vehicle alerts to instantly notify drivers of infractions and — with hardware Add-Ons — provides live coaching for driver's on-road performance. The GO9 does not require a dash-mounted antenna or wire splicing.

MarketSpark POTS Line Replacement Solution

Copper land lines or Plain Old Telephone Service (POTS) lines are rapidly being decommissioned. Telcos today are moving away from supporting this technology due to increasing maintenance costs, a reduction in expertise and diminishing hardware and supplies to ensure continuity of service.

The MarketSpark solution is designed to help your business mitigate the problems associated with end-of-life copper through the leveraging of T-Mobile wireless service to maintain the connectivity of your legacy life-safety applications through a fully-managed, platform with 24x7 remote monitoring. This solution allows you to replace service for unique and otherwise difficult to address POTS applications.

With the MarketSpark solution you can avoid issues that could occur such as a need to replace service for a decommissioned line, unavailability of line repair or installation hardware, long repair, or installation queues. Moving to MarketSpark eliminates these issues. It provides you with a simple plug and play solution that supports 98% of POTS applications. It's managed in a simple, centralized portal that allows you to easily view, monitor and measure your devices, their line status and any issues that may arise. Also, you can receive alerts for status changes and/or usage levels and manage your billing all in one place.

Dialpad Talk

Whether you're migrating to the cloud or just trying to keep up with a growing workforce, Dialpad Talk offers a business communication solution that deploys in minutes. Leveraging T-Mobile's 5G network and business communications app, you can help your team call, message, and conference with their customers—and each other—from virtually anywhere on any device.

Benefits and Features

- Instantly deploy offices and teams in over 40+ countries, all from a web-based portal
- AI-powered Voice Intelligence (Vi™) eliminates note taking and allows teams to focus with real-time transcriptions and post-call summaries with action items
- Move, add and change (MACs) and watch them reflect across your office immediately
- Cut your bill by upwards of 60% when switching from PBX/on-prem to the cloud
- Seamless native integrations with productivity and cloud tools such as Salesforce, ServiceNow, and Zendesk
- Capture key call moments in real-time and see customer trends over time
- One unified platform for business voice, contacts, messaging, and conferencing
- Dialpad Meetings Business from T-Mobile – a secure, AI-powered conferencing tool that takes notes, captures action items, and keeps meeting productive, with no PINs or downloads.
 - Limited to 10 users and 45 min per conference.

Spireon Fleet and Asset Management

Manage your entire fleet with Spireon FleetLocate

The Spireon FL360 plug-and-play device uses telematics and GPS tracking to relay near real-time information on location, vehicle performance, driving behaviors, and more—all to an easy-to-use, web-based dashboard. Whether you're responsible for light- or heavy-duty vehicles—or anything in between—Spireon offers fleet management that's tailored to fit your needs. This solution provides all of the visibility and insights needed to simplify managing your fleet.

The Spireon FL360 universal, plug-and-play GPS tracking device installs easily in your vehicles to provide the data you need to effectively manage your fleet. It works in nearly all light, medium, and heavy-duty vehicles*, has Bluetooth capabilities, a backup battery, which enables immediate tamper alerts, and continues tracking for up to an hour.

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 12/2/2022

ADDENDUM # 01 TO BID INVITATION # 2640-23

DATE OF BID CLOSING: 12/15/2022 **TIME OF BID CLOSING:** 10:00 AM (EST)

FOR: Wireless Cellular and Data Services

RFP Currently Reads:

12/05/2022 Last day for questions, clarifications, and/or requested changes to RFP

Change to Read:

12/12/2022 Last day for questions, clarifications, and/or requested changes to RFP

RFP Currently Reads:

12/12/2022 State response to submitted questions, clarifications, and/or requested changes to RFP

Change to Read:

12/19/2022 State response to submitted questions, clarifications, and/or requested changes to RFP

RFP Currently Reads:

12/15/2022 10:00AM (EST) RFP closing

Change to Read:

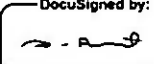
01/03/2023 10:00AM (EST) RFP closing

PURCHASING AGENT: Andrea Olsson

E:Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER T-Mobile USA, Inc. **ADDRESS** 12920 S.E. 38th Street, Bellevue, WA 98006

BY  Vice President

(This document must be signed)

David Bezzant **TEL. NO.** 6025125006

(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 12/20/2022

ADDENDUM #2 TO BID INVITATION # 2640-23

DATE OF BID CLOSING: 01/03/2023

TIME OF BID CLOSING: 10:00 AM (EST)

FOR: Wireless Cellular and Data Services

Question 1:

Can you clarify the actual period of performance?

State response:

State is intending to enter into a 3-year contract with the option for up to two years extension. Refer to Contract terms section: Part VII, page 22 of RFP 2640-23

Question 2:

Does the State want submitted with our proposal, a full copy of the RFP with initials/date in the bottom right corner?

State response:

Yes.

Question 3:

Due to the fact that the RFP did not include many terms and conditions deemed material by Vendor in providing its equipment and services, would the State be willing to consider a Vendor's specific Wireless Services Terms and Conditions in addition to (and not in lieu of) the State's contract terms as set forth in Form Number P-37?

State response:

The State would consider negotiation of terms. However, terms must be addressed in the question and answer period.

Question 4:

Smartphone Services, page 6 of the RFP. Regarding the requirement to enrolling smartphones in Apple Business Manager, which Mobile Device Management (MDM) solution does the State currently use, if any?

State Response:

The State will post an additional addendum in response to this question upon clarification from its Department of Information Technology.

Question 5:

Would the state consider utilizing a NASPO Agreement?

State Response:

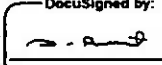
The State is not currently considering a NASPO Agreement for this Contract(s).

PURCHASING AGENT:

E:Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER T-Mobile USA, Inc. **ADDRESS** 12920 S.E. 38th Street, Bellevue, WA 98006

BY  **Vice President**
(this document must be signed)
David Bezzant **TEL. NO.** 6025125006
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

RFP 2640-23 WIRELESS CELLULAR AND DATA SERVICES OFFER SHEET

The quantities shown below in the tables are provided for cost comparison only and shall not be deemed to reflect actual purchases

SECTION A: Voice ONLY (traditional cellular telephone)	Nationwide Calling Plans	
		Unlimited Plan*
Monthly Access Charge		\$ 10.00
Voice Mailbox Feature		\$
*** The State of NH is exempt from Federal Taxes***		
	Cost	\$ 10.00
	Qty. (for Award Purposes)	400
	Qty. X Cost	\$ 4,000.00
Grand Total		\$ 4,000.00

ADDITIONAL CHARGES (This section if for informational purpose ONLY)

Federal and State Fees (Itemized below)**				
Federal Universal Services Fund				\$ 0.73
State 911 Fee (Per Month per Device)				\$ 0.75
Other Taxes & Fees				\$ 1.00

* Monthly Recurring Charge(s) ("MRC") are net of all discounts. No other service discounts will apply. MRC and setup charges do not include taxes, fees, or surcharges. Taxes, fees, and surcharges are subject to change.

** Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line (\$0.50 for RPF & \$2.99 for TRF) will also apply and are subject to change.

SECTION B: VOICE W/ Text & Data	Nationwide Calling Plans	
		Unlimited Plan*
Monthly Access Charge		\$ 12.60
Voice Mailbox Feature		\$
Unlimited SMS/MMS messaging		\$
Push to Talk (if available)		\$ 5.00
2 GB Data		\$
*** The State of NH is exempt from Federal Taxes***		
	Cost	\$ 17.60
	Qty. (for Award Purposes)	400
	Qty. X Cost	\$ 7,040.00
Grand Total		\$ 7,040.00

ADDITIONAL CHARGES (This section if for informational purpose ONLY)

Federal and State Fees (Itemized below)**				
Federal Universal Services Fund				\$ 0.25
State 911 Fee (Per Month per Device)				\$ 0.75
Other Taxes & Fees				\$ 0.35

* Monthly Recurring Charge(s) ("MRC") are net of all discounts. No other service discounts will apply. MRC and setup charges do not include taxes, fees, or surcharges. Taxes, fees, and surcharges are subject to change.

** Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line (\$0.50 for RPF & \$2.99 for TRF) will also apply and are subject to change.

SECTION C: Smartphone		Nationwide Calling Plans	
		Unlimited Plan*	
Monthly Access Charge		\$	34.44
Unlimited Nationwide Calling		\$	
Unlimited SMS/MMS messaging		\$	
Voice Mailbox Feature		\$	
Push to Talk (if available)		\$	5.00
Wireless Hotspot Capability/Tethering (11 GB included)		\$	
*** The State of NH is exempt from Federal Taxes***			
	Cost	\$	39.44
	Qty. (for Award Purposes)		2800
	Qty. X Cost	\$	110,432.00
		Grand Total	\$ 110,432.00
ADDITIONAL CHARGES (This section if for informational purpose ONLY)			
Federal and State Fees (Itemized below)**			
Federal Universal Services Fund		\$	0.25
State 911 Fee (Per Month per Device)		\$	0.75
Other Taxes & Fees		\$	0.34
*Monthly Recurring Charge(s) ("MRC") are net of all discounts. No other service discounts will apply. MRC and setup charges do not include taxes, fees, or surcharges. Taxes, fees, and surcharges are subject to change.			
**Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line (\$0.50 for RPF & \$2.99 for TRF) will also apply and are subject to change.			

SECTION D: 4G Mobile/Broadband Access/Hotspot Plan (ASSUME NEW HAMPSHIRE BASED OPERATION)		Unlimited Plan*	
Monthly Access Charge		\$	29.40
*** The State of NH is exempt from Federal Taxes***			
	Cost	\$	29.40
	Qty. (for Award Purposes)		1000
	Qty. X Cost	\$	29,400.00
		Grand Total	\$ 29,400.00
ADDITIONAL CHARGES (This section if for informational purpose ONLY)			
Federal and State Fees (Itemized below)**			
Federal Universal Services Fund		\$	
State 911 Fee (Per Month per Device)		\$	
Other Taxes & Fees		\$	
*Monthly Recurring Charge(s) ("MRC") are net of all discounts. No other service discounts will apply. MRC and setup charges do not include taxes, fees, or surcharges. Taxes, fees, and surcharges are subject to change.			
**Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.40 per data only line (\$0.12 for RPF & \$1.28 for TRF) will apply and are subject to change.			

SECTION E: Telephone & Equipment Costs

Vendor shall provide the following telephones and equipment that work in conjunction with all related services offered to the State. Alternate equipment (if approved) may be offered during the duration of any resulting contract. Add any additional items offered by Vendor.

Categorize all equipment per Traditional Cellular Telephone (TCT), Mobile or Stationary Data Access Equipment (MSD) or Smart Phone (SP).

NOTE: Device accessories shall be manufactured by device manufacturer or as recommended by device manufacturer.

ITEM*	CATEGORY	MANUFACTURER OR DESCRIPTION	MODEL/VERSION	INITIAL COST PER ITEM	Replacement COST per ITEM
Traditional Cellular Telephone Voice Only	TCT	Alcatel	Go Flip 4	No Charge	\$ 96.00
Traditional Cellular Telephone Voice, & Text ONLY	TCT	Alcatel	Go Flip 4	No Charge	\$ 96.00
Mobile or Stationary Data Access Equipment for PC Laptop Support	MSD	Franklin	T10	No Charge	\$ 90.00
USB Wireless Broadband Card	MSD	Franklin	T10	No Charge	\$ 90.00
Smart Phone	SP	Apple	Iphone SE 3 64GB	No Charge	\$429.99
Smart Phone Mobile Antivirus and Mobile anti-Malware Protection	SP	N/A	N/A	No Charge	N/A
Standard Wall Charger (Including plug)	TCT	GOTO	DUAL USB A AND USB C 32W WALL CHARGER	No Charge	\$14.99
Fast Charge Wall Charger (Including plug)	SP	Belkin	DUAL 37W WALL CHARGER + C-LTG CBL	No Charge	\$29.99
12-volt Car Charger	TCT/SP	GOTO	DUAL USB A AND USB C 32W CAR CHARGER	No Charge	\$14.99
Wireless Charger	SP	GOTO	10W WIRELESS PAD	No Charge	\$22.49
Cell Phone Power Pack	SP	GOTO	10K PORTABLE POWER PACK	N/A	\$22.49
Cell Phone Protective Case (premium)	TCT/SP	Otterbox	OB SYMMETRY CLR Case for Apple iPhone SE 3	No Charge	\$29.99
Corded Earpiece (Ear-bud)	TCT	AME	Earpods (Universal)	No Charge	\$14.99
Bluetooth Earpiece/Headset	SP	Jabra	Jabra Talk 15 SE Bluetooth headphones	No Charge	\$26.24

*Initial Cost Per Item (Column E): The No Charge for Devices and Accessories ("Free Equipment") is available for new activations only on the contracted rate plans listed in the offer sheet tables above and not available for upgrades or replacement devices or accessories. If any Free Equipment goes end of life (EOL), a like device or accessory will be provided in T-Mobile's sole discretion. For new activations, T-Mobile may offer additional devices at promotional prices that are available at time of activation and will be subject to the terms and conditions of the applicable promotion.

*Prices do not include taxes, fees, or surcharges. Taxes, fees, and surcharges are subject to change.

BALANCE OF LINE: ADDITIONAL SERVICES/PRODUCTS

List and describe all other items, features, services or price plans proposed to the State but not included in any previous tables in this OFFER. Attached complete descriptions and additional pages as necessary. Categorize all items as Traditional Cellular Telephone (TCT), or Mobile or Stationary Data access equipment (MSD) or Smart Phone (SP).

ITEM	CATEGORY	MANUFACTURER OR DESCRIPTION	CDP	% DISCOUNT	LABEL
Government Unlimite for Phones BYOD Plan	SP	Voice Rate Plan	\$29.00	16%	BYOD only - No device subsidy included
Government Unlimited for Phones w/Device Subsidy Level 2	SP	Voice Rate Plan	\$53.00	16%	Device subsidy included
Government Unlimited for Phones w/Device Subsidy Level 3	SP	Voice Rate Plan	\$64.00	16%	Device subsidy included
Government Unlimited Data Feature Add-On w/21GB Hotspot	SP	Add-On Feature	\$10.00	16%	
Government Unlimited Data Feature Add-On w/31GB Hotspot	SP	Add-On Feature	\$15.00	16%	
Government Unlimited Data Feature Add-On w/41GB Hotspot	SP	Add-On Feature	\$25.00	16%	
Government Fixed Wireless Unlimited High Speed Internet (Router Plan)	MSD	Data Rate Plan	\$45.00	16%	Fixed Wireless
Simple Choice Mobile Internet Data for Government w/2GB High Speed Data	MSD	Data Rate Plan	\$10.00	0%	
Government Unlimited Mobile Internet for Tablets w/ 11GB Hotspot	MSD	Data Rate Plan	\$23.50	16%	For tablets only
Cradlepoint-ENT Config	MSD	Add-On Feature	\$35.00	0%	available with HSI plan only
Cradlepoint-Digital Config	MSD	Add-On Feature	\$35.00	0%	available with HSI plan only
Cradlepoint-Passthru Config	MSD	Add-On Feature	\$35.00	0%	available with HSI plan only
Cradlepoint-Custom Config (Approval Required)	MSD	Add-On Feature	\$35.00	0%	available with HSI plan only
Machine to Machine Unlimited Data (128kbps) w/Text	MSD	Data Rate Plan	\$5.00	0%	
Machine to Machine Unlimited Data (512kbps) w/text	MSD	Data Rate Plan	\$10.00	0%	
EmpowerED 2.0 Program Unlimited High Speed Mobile Internet For Education Only (approval required)	MSD	Data Rate Plan	\$20.00	0%	Education only approval required
Government Private Static IP Mobile Internet for EmpowerEd only	MSD	Add-On Feature	\$0.00	0%	Education only approval required
Gov Edu Web Filtering	MSD	Add-On Feature	\$0.00	0%	Education only approval required
Project 10MillionProgram100 GB Per Year Plan (NSLP)	MSD	Data Rate Plan	\$0.00	0%	Education only approval required
Project 10Million Program100 GB Per Month Plan (NSLP)	MSD	Data Rate Plan	\$12.00	0%	Education only approval required
Project 10Million Program Unlimited Plan (NSLP)	MSD	Data Rate Plan	\$15.00	0%	Education only approval required
Project 10Million General100 GB Per Month Plan (NSLP & Non-NSLP)	MSD	Data Rate Plan	\$12.00	0%	Education only approval required
Project 10Million GeneralUnlimited Plan (NSLP & Non-NSLP)	MSD	Data Rate Plan	\$15.00	0%	Education only approval required
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	MSD	Data Rate Plan	\$20.00	0%	Education only approval required
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	MSD	Data Rate Plan	\$25.00	0%	Education only approval required
Teacher Plan Subsidy Level 1	SP	Voice Rate Plan	\$35.00	0%	Device subsidy included

Teacher Plan Subsidy Level 2	SP	Voice Rate Plan	\$47.00	0%	Device subsidy included
Gov Edu Web Filtering for Teacher Plan	SP	Add-On Feature	\$0.00	0%	Device subsidy included
Connecting Heroes Unlimited \$0	SP	Voice Rate Plan	\$0.00	0%	First Responder only approval required
Connecting Heroes AMP Unlimited \$15	SP	Voice Rate Plan	\$15.00	0%	First Responder only approval required
Connecting Heroes Select	SP	Voice Rate Plan	\$25.00	16%	First Responder only approval required Device subsidy included
Connecting Heroes Advanced	SP	Voice Rate Plan	\$34.00	16%	First Responder only approval required Device subsidy included
Connecting Heroes Ultimate	SP	Voice Rate Plan	\$46.00	16%	First Responder only approval required Device subsidy included
First Responder Unlimited Talk and Text with 2GB	SP	Voice Rate Plan	\$15.00	16%	
6GB High Speed Data Feature for First Responder Unlimited Talk and Text	SP	Add-On Feature	\$15.00	16%	
First Responder Unlimited for Phones BYOD Plan	SP	Voice Rate Plan	\$34.00	16%	BYOD only - No device subsidy included
First Responder Unlimited for Phones w/Device SubsidyLevel 1	SP	Voice Rate Plan	\$46.00	16%	Device subsidy included
First Responder Unlimited for Phones w/Device SubsidyLevel 2	SP	Voice Rate Plan	\$58.00	16%	Device subsidy included
First Responder Unlimited for Phones w/Device SubsidyLevel 3	SP	Voice Rate Plan	\$69.00	16%	Device subsidy included
First Responder Unlimited for Phones Data Feature w/21 GB Hotspot	SP	Add-On Feature	\$10.00	16%	
First Responder Unlimited for Phones Data Feature w/31 GB Hotspot	SP	Add-On Feature	\$15.00	16%	
First Responder Unlimited for Phones Data Feature w/41 GB Hotspot	SP	Add-On Feature	\$25.00	16%	
First Responder Unlimited High Speed Mobile Internet	MSD	Data Rate Plan	\$40.00	16%	
First Responder Unlimited High Speed Mobile Internet for Tablets w/ 11GB hotspot	MSD	Data Rate Plan	\$28.50	16%	For tablets only
Secure Wi-Fi GSM (SmartPhone)	MSD	Add-On Feature	\$1.99	0%	
Secure Wi-Fi (Mobile Internet)	MSD	Add-On Feature	\$1.99	0%	
Government Public Static IP Voice	MSD	Add-On Feature	\$2.00	0%	
Government Public Static IP Mobile Internet	MSD	Add-On Feature	\$2.00	0%	
T-Mobile Direct Connect \$5 Handset - PTT	MSD	Add-On Feature	\$5.00	0%	Push to Talk
T-Mobile Direct Connect Tablet \$5 - PTT	MSD	Add-On Feature	\$5.00	0%	Push to Talk
LMR Interop add on for MI	MSD	Add-On Feature	\$0.00	0%	
LMR Interop add on for GSM	MSD	Add-On Feature	\$0.00	0%	
T-Mobile Direct Connect Block All Data - PTT	MSD	Add-On Feature	\$0.00	0%	Push to Talk
T-Mobile Direct Connect Blk Data MI - PTT	MSD	Add-On Feature	\$0.00	0%	Push to Talk
T-Mobile Direct Connect for Wi-Fi - PTT	MSD	Voice Rate Plan	\$5.00	0%	Push to Talk
T-Mobile Direct Connect Cross Carrier - PTT	MSD	Voice Rate Plan	\$5.00	0%	Push to Talk
T-Mobile Direct Connect DesktopDispatch - PTT	MSD	Voice Rate Plan	\$5.00	0%	Push to Talk

DC LMR Interop Talk Group	MSD	LMR	\$0.00	0%	
DC LMR Interop User/CSSI/ISSI	MSD	LMR	\$0.00	0%	
SMARSH Message Archiving	MSD	Add-On Feature	\$5.00	0%	
See Additional Tabs Below for Available Solution Offerings					

*MRC and setup charges do not include taxes, fees, or surcharges. Taxes, fees, and surcharges are subject to change.

*For new activations, T-Mobile may offer additional devices at promotional prices that are available at time of activation and will be subject to the terms and conditions of the applicable promotion.

** Not to be considered in award evaluation**

<p>STATE EMPLOYEE DISCOUNT: Please list any discount available to current State employees for their personal use. These shall be for individuals own personal use and not purchased or governed by any terms or conditions associated with an awarded Contract.</p>	
State Employee Device Discount:	See attached Work Perks Flyer
State Employee Plan Discount:	See attached Work Perks Flyer
State Employee Line Access Discount:	See attached Work Perks Flyer
State Employee Accessory Discount:	See attached Work Perks Flyer

Requirements for the Government Unlimited Rate Plan with Subsidy Allowance and First Responder Government Rate Plan with Subsidy Allowance

- 1) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "Subsidy Term");
- 2) Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period");
- 3) Each line of Service must be activated in accordance with the terms of the Agreement;
- 4) Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term;
- 5) The subsidy cannot be combined with any other discounts, credits or promotional offers; and
- 6) Customer's account with T-Mobile must be in good standing to receive the subsidy.

Minimum Activation Period/Termination. If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of \$150 for such line, then Customer will reimburse T-Mobile \$75 (i.e. 50% (12/24 months) X \$150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the Subsidy issued to Customer for the terminated lines within 30 days of issuance of notice by T-Mobile.

EmpowerED Program Plans are available to elementary, middle, high schools, and school districts across the U.S. The eligibility criteria and EmpowerED Program offers are posted here: <https://www.t-mobile.com/business/education/empowered2>.

Requirements to qualify for Subsidy allowance under EmpowerED Program:

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

Government Fixed Wireless Unlimited High Speed Internet (Router Plan) Not available in all areas; addresses ineligible for 5G may be eligible for 4G LTE or other fixed wireless options. During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Plus taxes & fees: Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.40 per data only line (\$0.12 for RPF & \$1.28 for TRF) apply; taxes/fees approx. 3-12% of bill. Credit approval required. For use only at location provided at activation. Video streaming resolution depends on available speeds. For best performance, leave video streaming applications at their default resolution setting. Not compatible with some live TV streaming services. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See contract for additional information.

Project 10Million

Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 100GB on \$12 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.40 per data only line (\$0.12 for RPF & \$1.28 for TRF) apply for paid plans. Video streams at up to 2.5Mbps (SD). Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information.

Teacher Plans

24 months consecutive service on qualifying plan required for device subsidy pricing; if any line receiving a device subsidy is cancelled, suspended, or changed to a lower-priced rate plan, you may be charged a subsidy repayment (1/24th of subsidy per month remaining in the subsidy term). Tax on pre-subsidy price of device due at sale. For individual educator use; not for classroom connectivity. Qualifying government account, credit approval, deposit, and \$25 SIM starter kit or, in stores & on customer service calls, \$20 upgrade support charge may be required. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line (\$0.50 for RPF & \$2.99 for TRF) applies; taxes/fees approx. 6-28% of bill where applicable. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Not available for hotspots and some other data-first devices. Video streams at up to 2.5Mbps (SD). Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Optional educational filtering may prevent some video streaming or other content. Not for extended international use; primary usage must occur on our network. Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. We are not responsible for our partners' networks. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion, customers on this plan using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

First Responder Plans (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes ((i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910). Final eligibility determinations are in T-Mobile's discretion.

Connecting Heroes \$0 Plan and AMP \$15 plan are not eligible for any aggregate volume discount; price does not include applicable taxes, fees and surcharges. **For state & local fire, police, and EMS agencies' first responder lines; eligibility verified. Video streaming resolution varies by plan; 480p with Free & Select plans. Coverage not available in some areas and may be impacted by emergencies; check your response area. Line eligibility subject to reverification. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line (\$0.50 for RPF & \$2.99 for TRF) applies for paid plans; taxes/fees approx. 0-19% of bill. WPS eligibility must be confirmed by USDHS. WPS functionality (including priority access and preemption) may not be available while roaming; may default to 4G signal in areas with standalone-only 5G. Completion of calls not guaranteed. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, unlimited data at up to 128kbps on all plans with up to 5GB high-speed data for Amp, Advanced, & Ultimate plans. Video streams at up to 1.5Mbps. Activation required to deliver video streams at speeds that provide HD video capability (max 1080p) with Amp & Advanced plans and UHD video capability (max 4096p) with Ultimate plan; some content providers may not stream their services in HD or UHD. Optimization may affect speed of video downloads; does not apply to video uploads. Tethering: After plan allotment of high-speed data then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone usage is prioritized over Mobile Hotspot (tethering) usage, which may result in higher speeds for data used on device. Int'l Roaming: Usage may be taxed in some countries. Calls from Simple Global countries, including over Wi-Fi, are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128 Kbps with Free & Select plans; approx. 256 Kbps with Amp, Advanced & Ultimate plans. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. Coverage not available in some areas; we are not responsible for our partners' networks. Network Management: Program/Service may be slowed, suspended, terminated, or restricted for interference with our network or ability to provide quality service to other users or abusive/excessive use. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
- Police or fire chiefs and their staff -Police or fire field command
- Police or fire dispatch
- 911 call centers

Total Line Eligibility and Line Limits for Connecting Heroes. Customer may be subject to a limit on lines using any, a combination of Connecting Heroes rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described herein ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's total Line Limit.

SMARSH: Qualifying credit, service, activation, and one license per line required. Subject to third party license and service terms; visit www.smarsh.com for details. Coverage not available in some areas. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com.

Secure Wi-Fi

Monthly Recurring Charges ("MRC") are the monthly fees for the Services charged to Customer. MRCs do not include taxes, fees, or applicable surcharges.

Secure Wi-Fi is a product of Mobiphiles, Inc. ("Mobiphiles"). T-Mobile is not bound by, and does not assume any obligations, commitments or liability under any Mobiphiles terms and conditions. T-Mobile does not control and is not responsible or liable for how the Secure Wi-Fi application or Mobiphiles transmits, accesses, stores, or uses data. Secure Wi-Fi is not FedRamp authorized.

Requirements for Secure Wi-Fi

T-Mobile will send Customer's End Users an SMS message prompting End Users to download the Secure Wi-Fi App via Google Play Store or Apple App Store. By purchasing Secure Wi-Fi, the Customer authorizes this SMS message to its End Users.

Customer authorizes its End Users to accept the Terms and Conditions provided on the device upon activation of the feature. The End Users must accept these Terms and Conditions in order to activate Secure Wi-Fi.

Customer authorizes Mobiphiles to collect information in accordance with the Terms and Conditions and applicable privacy policies of Mobiphiles.

Cradlepoint Terms. Customer's use of the Cradlepoint Device in connection with T-Mobile's Business Internet Services is subject to the Cradlepoint Terms of Service and License Agreement, and Cradlepoint Privacy Policy (found <https://cradlepoint.com/about-us/terms-of-service/> and <https://cradlepoint.com/privacy-policy/>) (the "Cradlepoint Terms"). Customer's use of the Cradlepoint Device is deemed to be acceptance by the Customer of the Cradlepoint Terms. If any hardware or equipment purchased by Customer from T-Mobile includes any software necessary to use the Cradlepoint Services, Customer's use of such software is also governed by the Cradlepoint Services Agreement and such software is part of the "Cradlepoint Services." The Cradlepoint Terms are solely between Cradlepoint and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Cradlepoint Terms. T-Mobile does not control and is not responsible or liable for how Cradlepoint transmits, accesses, stores, or uses data.

T-Mobile Direct Connect & LMR

Customers will be required to sign a T-Mobile Direct Connect Addendum to purchase the T-Mobile Direct Connect solution. T-Mobile is solely providing Customer with access to TDC & LMR, products of Motorola Solutions, Inc., a third-party provider ("Motorola"). Customer's use of the Product is subject to acceptance of the Motorola's terms of use (the "Third-Party Terms") in the manner required by Motorola. The Third-Party Terms may be updated by Motorola at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") MRC and setup charges do not include taxes, fees, or surcharges.

General Rate Plan Terms and Conditions: On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use.

Tethering: Tethering at max 3G. Service may be terminated or restricted for excessive roaming.

Simple Global: Usage may be taxed in some countries. Calls from Simple Global countries over Wi-Fi are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. See <http://www.t-mobile.com/optional-services/roaming.html> for included countries and destinations. The list is subject to change at T-Mobile's discretion.

Stateside Int'l Talk: Calls must originate on T-Mobile's U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. Select companion smartphone and separate qualifying service on each device required.

Simple Choice North America General Terms: Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through bill cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details.

Data Stash: Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks.

Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details.

T-Mobile Current Government Rate Plans
Geotab Fleet Management

Contract Discount
16.00%

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
Geotab Fleet Management for Government Plans			
Geotab Fleet Management Base Plan for Government TE	<ul style="list-style-type: none"> •GPS location •VIN •Driver ID •Basic IOX support worldwide •Unlimited Data (512 kbps speed) •Canada and Mexico roaming (all other Simple Global countries blocked) •Unlimited domestic roaming •Device is eligible for EIP 	\$15.00	\$12.60
Geotab Fleet Management Regulatory Plan w/ HOS for Government TE	<ul style="list-style-type: none"> •Hours of Service, IFTA and Temperature Monitoring functionality over the Base plan. •Geared toward assisting fleets in meeting a range of compliance regulations in the USA and Canada •Unlimited Data (512 kbps speed) •Canada and Mexico roaming (all other Simple Global countries blocked) •Unlimited domestic roaming •Device is eligible for EIP 	\$23.50	\$19.74
Geotab Fleet Management Pro Plan TE	<ul style="list-style-type: none"> •The functionality of the Regulatory plan and support for engine and accelerometer data worldwide •Unlimited Data (512 kbps speed) •Canada and Mexico roaming (all other Simple Global countries blocked) •Unlimited domestic roaming •Device is eligible for EIP 	\$29.00	\$24.36
Government Geotab ProPlus Bundle Self Install TE	<ul style="list-style-type: none"> •The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including Electric Vehicles. •Monthly service fee includes a Geotab GO device, harness, and Geotab Pro Plus solution. •Installation services are not included. •Taxes and fees are itemized separately •Unlimited Data (512 kbps speed) •Canada and Mexico roaming (all other Simple Global countries blocked) •Unlimited domestic roaming 	\$19.25	\$19.25
Government Geotab ProPlus Bundle with Installation TE	<ul style="list-style-type: none"> •The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including Electric Vehicles. •Monthly service fee includes a Geotab GO device, harness, and Geotab Pro Plus solution. •Basic Installation services are included. •Taxes and fees are itemized separately •Unlimited Data (512 kbps speed) •Canada and Mexico roaming (all other Simple Global countries blocked) •Unlimited domestic roaming 	\$19.75	\$19.75
Geotab Public Works plan Bundle for Government Self Install TE	<ul style="list-style-type: none"> •Public Works is a scalable and robust solution for government fleet management. It helps government agencies manage vehicles such as salt spreaders, snow plows, street sweepers and waste management vehicles. •Monthly service fee includes a Geotab GO device, harness, and Geotab Pro Plus solution. •The Winter Operations solution also requires IOX-WRKS Cable for an additional cost. •Unlimited Data (512 kbps speed) •Installation services are not included. •Taxes and fees are itemized separately •Canada and Mexico roaming (all other Simple Global countries blocked) •Unlimited domestic roaming •Device is eligible for EIP 	\$34.50	\$34.50
Geotab Public Works plan Bundle for Government with Installation TE	<ul style="list-style-type: none"> •Public Works is a scalable and robust solution for government fleet management. It helps government agencies manage vehicles such as salt spreaders, snow plows, street sweepers and waste management vehicles. •Monthly service fee includes a Geotab GO device, harness, and Geotab Pro Plus solution. •The Winter Operations solution also requires IOX-WRKS Cable for an additional cost. •Unlimited Data (512 kbps speed) •Basic Installation services are included. •Taxes and fees are itemized separately •Canada and Mexico roaming (all other Simple Global countries blocked) •Unlimited domestic roaming •Device is eligible for EIP 	\$35.00	\$35.00
Geotab Pro Plus (Xtended) plan for Government TE	<ul style="list-style-type: none"> •The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including Electric Vehicles. •Unlimited Data (512 kbps speed) •Canada and Mexico roaming (all other Simple Global countries blocked) •Unlimited domestic roaming •Device is eligible for EIP 	\$35.00	\$35.00

<p>Geotab Public Works plan for Government TE</p>	<ul style="list-style-type: none"> •Standard Public Works* solution requires: GO9 and T-Harness. •The Winter Operations solution requires: GO9, T-Harness, and IOX-WRKS Cable (TMO). •Unlimited Data (512 kbps speed) •Canada and Mexico roaming (all other Simple Global countries blocked) •Unlimited domestic roaming •Device is eligible for EIP 	<p>\$37.00</p>	<p>\$37.00</p>
<p>Geotab Fleet Management Pro Plus Plan TE (approval required)</p>	<ul style="list-style-type: none"> •The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services Electric Vehicles. •Minimum 100 lines •Unlimited Data (512 kbps speed) •Canada and Mexico roaming (all other Simple Global countries blocked) •Unlimited domestic roaming •Device is eligible for EIP 	<p>\$21.47</p>	<p>\$21.47</p>

Geotab: Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at <http://my.geotab.com>.

**T-Mobile Current Government Rate Plans
IOT Control Center**

Price Plan Components*	1 MB Pooled Price Plan	10 MB Pooled Price Plan	250 MB Pooled Price Plan	500 MB Pooled Price Plan
MRC	\$1.00	\$1.50	\$3.25	\$5.25
Pooled IAS Usage Allowance	1 MB	10 MB	250 MB	500 MB
Overage Rate Per MB	\$0.10	\$0.05	\$0.03	\$0.02
T-Mobile Network Per SMS Rate	\$0.01	\$0.01	\$0.01	\$0.01
T-Mobile Network Per MOU Rate	\$0.03	\$0.03	\$0.03	\$0.03
Domestic Roaming Per MB Rate	\$0.10	\$0.05	\$0.03	\$0.03
Domestic Roaming Per SMS Rate	\$0.01	\$0.01	\$0.01	\$0.01
Domestic Roaming Per MOU Rate	\$0.03	\$0.03	\$0.03	\$0.03

Control Center

Customers will be required to sign a T-Mobile IOT Services Addendum to purchase IOT pricing. Usage will be billed within the United States in U.S. dollars. The IAS allowance is pooled among billing cycle. Data usage will be billed by kilobytes. Every session will be rounded UP to the next kilobyte.

1 GB Pooled Price Plan	2 GB Pooled Price Plan	5 GB Pooled Price Plan	10 GB Pooled Price Plan	25 GB Pooled Price Plan	50 GB Pooled Price Plan
\$8.00	\$10.00	\$22.50	\$43.00	\$100.00	\$192.50
1 GB	2 GB	5 GB	10 GB	25 GB	50 GB
\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03

will be measured at the end of each billing cycle and the MRC (monthly recurring charge, or "MRC") and any overage charges will be assessed on all active lines of service on the same price plan. An IAS allowance accrues for a billing cycle only for lines of service that are not FedRAMP authorized. Other taxes and government mandated fees may apply. IoT Services is not FedRAMP authorized.

75 GB Pooled Price Plan	100 GB Pooled Price Plan
\$273.75	\$350.00
75 GB	100 GB
\$0.01	\$0.01
\$0.01	\$0.01
\$0.03	\$0.03
\$0.03	\$0.03
\$0.01	\$0.01
\$0.03	\$0.03

verage will be billed at the applicable service that pay an MRC for that

T-Mobile Current Government Rate Plans
POTS Solution: OOMA & MarketSpark

Solution	Description	Additional Product Info	Commercially Available Price per License/Month
OOMA AirDial	<ul style="list-style-type: none"> POTS (Plain Old Telephone Service) replacement product for copper wire devices. AirDial is setup, either on the wall or on a flat surface, where the landline connects to a PBX. The analog connection will be replaced by a wireless connection provided by T-Mobile. Supports up to four analog connections and contains Dual SIM slots. Also has remote monitoring through an online portal, making it easy to view the status of AirDial devices at a glance. AirDial services are provided on a month-to-month basis. 	N/A	\$30.00
MarketSpark	Turnkey Wireless POTS (Plain Old Telephone Service) solution, powered by MarketSpark to help Customers mitigate the problems associated with end-of-life copper by enabling them to leverage T-Mobile wireless service to maintain connectivity of legacy life-safety applications (fire panels, security alarms, elevators) with a fully managed, platform-based solution.	MarketSpark Voice (elevator)	\$45.00
		MarketSpark Specialty (fire panel, alarm, modem, fax)	\$52.00
		MarketSpark Managed Service, Auto Attendant/IVR feature add-on	\$14.00
		MarketSpark Managed Service feature add-on	\$14.00

Ooma AirDial
Customers will be required to sign an Ooma AirDial Addendum to purchase the Ooma AirDial solution. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") MRC and setup charges do not include taxes, fees, or surcharges. AirDial Hardware is purchased directly from, and billed by, Ooma, Inc. Ooma AirDial is not FedRAMP authorized.

MarketSpark
Customers will be required to sign an MarketSpark Addendum to purchase the MarketSpark solution. Monthly Recurring Charges ("MRC") are the monthly fees for the Services charged to Customer for the MarketSpark solution. MRC are net of all discounts. No other service discounts will apply. MRC and setup charges do not include taxes, fees, or surcharges. MarketSpark Hardware is purchased directly from, and billed by, MarketSpark Inc. MarketSpark is not FedRAMP authorized.

T-Mobile Current Government Rate Plans

VASTLocate

VASTLocate Asset Tracking Product Description	MRC
VASTLocate is a suite of LTE enabled asset tracking products and devices that provide Customer with visibility to monitor its assets by enabling alerts to pinpoint and manage location of assets on a cloud-based portal.	\$5 /per license/per month

VASTLocate

Customers will be required to sign a VASTLocate Asset Tracking Addendum to purchase VASTLocate. Recurring Charges ("MRC") are the monthly fees for the Services charged to Customer for VASTLocate. No other service discounts will apply. MRC and setup charges do not include taxes, fees, Device and shipping charges may apply. VASTLocate is not Fed RAMP Authorized.

One time Setup Fee

\$15/license

ocate services. Monthly
TLocate. MRC are net of all
fees, or surcharges. Additional

T-Mobile Current Government Rate Plans

Dialpad

Service or Feature	Commercially Available Price per Line/Month
Collaborate from T-Mobile	
Collaborate from T-Mobile	\$12.00
Dialpad Talk – Pro	\$21.00
Dialpad Talk – Enterprise	\$29.00
Local Number	\$5.00
Fax Line	\$10.00
Toll Free Number	\$5.00
Room Seat	\$15.00
Dialpad - Contact Center	
Dialpad Contact Center – Pro	\$63.00
Dialpad Contact Center – Enterprise	\$84.00
Dialpad - Sell	
Dialpad Sell – Pro	\$80.00
Dialpad Sell – Enterprise	\$101.00
Reserved Numbers	
Reserved Numbers (Numbers held but not used)	\$1.00

Dialpad: Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase Dialpad. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge does not include applicable taxes and surcharges.

Dialpad Other Fees

(1) The Dialpad TFB Offer requires the customer to have an equal or greater number of qualifying T-Mobile wireless lines or plans. Qualified plans include current business plans (T-Mobile Magenta, Magenta Plus, Unlimited, Unlimited Plus) that include voice and data (Talk and Text, Mobile Internet, and Advantage plans do not qualify), as well as T-Mobile Work From Home Business Internet plans. If a customer reduces qualified plans below the total quantity of Dialpad TFB Offer seats, T-Mobile reserves the right to reduce the quantity of Dialpad TFB Offer seats on the account and replace with an equal number of Dialpad Talk Seats.

(2) Dialpad charges a per minute fee for inbound calls to Toll Free Numbers that is in addition to the MSRP. This per minute fee is subject to change, but is currently \$0.02 per minute for US Toll-Free numbers.

(3) Dialpad Fax includes 100 pages of faxes per month and each additional page is in addition to the MSRP. This additional per page charge is subject to change, but is currently \$0.10 per page for U.S. faxes.

(4) Dialpad charges a per minute fee for inbound and outbound calls for Dialpad Contact Center and Dialpad Sell that is in addition to the MSRP. This per minute fee is subject to change, and is currently \$0.01 per inbound minute and \$0.02 per outbound minute

(5) Cost Recovery Surcharge of \$2.98 per active Dialpad user line/license applies.

T-Mobile Current Government Rate Plans
Spireon

Spireon FleetLocate Plan Name or Feature Description	Monthly Cost (Net of discount)
Spireon FleetLocate FL360 LTE Standard	\$12.00
Spireon FleetLocate FL360 LTE Gov Package	\$14.00
Spireon FleetLocate FL360 LTE Standard w/HOS	\$17.00
Spireon FleetLocate CamCoach	\$34.95
Spireon FleetLocate FL360 LTE Advanced w/HOS	\$25.00
Spireon FleetLocate Trailer Gov Package	\$10.95

Spireon FleetLocate
 Customers will be required to sign a Spireon FleetLocate Solutions Services Addendum discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC"
 FleetLocate is not FedRAMP authorized.

VASTLocate Product Description	MRC
VASTLocate is a suite of LTE enabled asset tracking products and devices that provide Customer with visibility to monitor its assets by enabling alerts to pinpoint and manage location of assets on a cloud-based portal.	\$5 /per license/per month

One time Cost Amount	Description of One Time Fee
\$50.00	Spireon Setup Fee
\$50.00	Spireon Setup Fee
\$50.00	Spireon Setup Fee
\$250.00	Equipment Fee purchased through Spireon directly
\$50.00	Spireon Setup Fee
\$75.00	Spireon Setup Fee

m to purchase Spireon services. Monthly recurring charge is net of all ") and setup charges do not include taxes, fees, or surcharges. Spireon

One time Setup Fee
\$15/license

T-Mobile Current Government Rate Plans
 MyDevices

Plan Name / Device / Feature Description
myDevices Gateway - cellular enabled (opex)
myDevices Gateway - ethernet only (opex)
myDevices Gateway - cellular enabled (capex)
myDevices Gov Package
myDevices Gateway - ethernet only (capex)
myDevices Indoor/Outdoor Location Sensor (capex)
myDevices Energy Monitoring sensor (capex)
myDevices Temperature sensor (capex)
myDevices Temperature sensor with Data Logging
myDevices Temperature Probe sensor with Data Logging
myDevices 3 button satisfaction survey
myDevices 2 button satisfaction survey
myDevices Bluetooth beacon
myDevices Emergency push button with GPS (capex)
myDevices Smart waste bin sensor
myDevices Predictive maintenance sensor
myDevices Desk presence sensor
myDevices Sound Sensor
myDevices CO2 sensor
myDevices Room Occupancy Sensor
myDevices Smoke and Heat sensor
myDevices Industrial temperature and humidity sensor with probe
myDevices Indoor window and door sensor
myDevices Occupancy, temperature and light sensor
myDevices Rodent traps with sensor
myDevices People Counter sensor
myDevices Machine Condition Monitoring Sensor
myDevices Water Meter
myDevices Water Leak Detection
myDevices Acceleration Based Movement Sensor
myDevices Vehicle Detection Parking Sensor
myDevices Push Button (non GPS)
myDevices Ambiance Monitoring Sensor (motion, humidity, temperature, light, TVOC, CO2, and barometric pressure sensors)
myDevices Gov Package
myDevices Temperature sensor (opex)
myDevices – Optional Setup Fee (Small) - One Time Charge
myDevices – Optional Setup Fee (Large) - One Time Charge

Push Button Alert System - Plan Name

myDevices – Optional Setup Fee (Small) - One Time Charge
myDevices – Optional Setup Fee (Large) - One Time Charge
MD Gateway CapEx
MD Push Button CapEx

MyDevices

Customers will be required to sign a myDevices Solutions Services Addendum to purchase myDevices solutions. A service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, o

Plan / Add On / Setup	Monthly Cost
Plan	\$30.00
Plan	\$20.00
Plan	\$15.00
Plan	\$4.50
Plan	\$4.50
Plan	\$5.00
Plan	\$4.50
Plan	\$4.50
Plan	\$4.50
Plan	\$4.50
Plan	\$4.50
Plan	\$4.50
Plan	\$4.50
Plan	\$4.50
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Plan	\$4.50
Plan	\$4.50
Plan	\$4.50
Plan	\$4.50
Plan	\$4.50
Plan	\$4.50
Plan	\$4.50
Plan	\$4.50
Plan	\$8.50
Plan	\$8.50
Setup	\$500.00
Setup	\$1,000.00

Plan / Add On / Setup	Monthly Recurring Charge/License (Unless otherwise indicated)
One Time Setup	\$500.00
One Time Setup	\$1,000.00
Plan	\$15.00
Add-On	\$5.00

Monthly recurring charge is net of all discounts. No other surcharges. MyDevices is not FedRAMP authorized.